

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

CONSENT AGENDA

JULY 17, 2014

5:30 P.M.

- (1) External Budget Amendment – Operations Department – BA # 14-62 – Clean Up of Cheryl Glen Property - \$25,000.00**
- (2) External Budget Amendment – Public Library – BA # 14-66 – Request that Funds be Forwarded from Virginia Bishop Reserve and Bernhardt Trust Fund – Purchasing of Library Materials - \$22,043.99**
- (3) External Budget Amendment – 911 Combined Communications – BA #14-72 – Unanticipated Turnover of Telecommunicators - \$117,000.00**
- (4) External Budget Amendment – Administration – BA # 14-74 – Computer for New Finance Office Position - \$ 1,202.00**
- (5) External Budget Amendment – Operations Department – BA #14-77 – Purchase 10 Tablet Computers and Cases - \$7,700.00**
- (6) External Budget Amendment – Emergency Management – BA # 14-79 – Approve Two (2) Hazard Mitigation Grant Program Project Modifications - Erin Glen (106,000.00) & US27/SR47 (\$125,500.00)**
- (7) Request to Approve Contract With the Columbia High School Dugout Club – \$32,000.00 – Approval of BA # 14-80**
- (8) Building and Zoning – Special Family Lot Permits – Kelsee King – Jeanne Lott, Property Owner and James L. Shaw – John E. Shaw, Property Owner**
- (9) Operations Department – FY 14/15 Mosquito Control Work Plan - \$34,150.00**
- (10) Administration – Agreement with Metropolitan Systems, Inc./Kiwanis Club of Lake City – Placement of Benches Upon County Right-of-Way**
- (11) Administration – Interlocal Agreement – Columbia County Board of County Commissioners/Columbia County School Board District – Use of Board Owned Equipment**

- (12) Operations Department – Approval of FDOT Construction & Maintenance Agreement & Resolution No. 2014R-15 – Various Signing & Pavement Markings**
- (13) Operations Department – Renewal of Contract – Darabi & Associates, Inc./Columbia County Board of County Commissioners – Engineering Services**
- (14) Operations Department – Approval of FDOT Construction & Maintenance Agreement & Resolution No. 2014R-12 – Bridge Replacement on Olustee Creek/CR 241**
- (15) Emergency Management – Requesting Approval of Contract – Disaster Resistant Communities Group – Training Exercise Under State Homeland Security Grant Program - \$9,500.00**
- (16) Emergency Management – Contract to Update the Local Mitigation Strategy - Management Experts - \$5,500.00**
- (17) Fire Rescue/EMS/911 – Requesting Approval of Contract Agreement – Medical Director Kim Landry, M.D. - \$45,000.00 per year**
- (18) Sheriff's Office – 2014-2015 Florida Crime Stoppers Trust Fund Grant - \$17,637.56**
- (19) Landscaping and Parks Department – River Rise Boat Ramp Sublease Agreement – State of Florida, Department of Environmental Protection/Columbia County Board of County Commissioners**
- (20) Resolution No. 2014R-14 – Providing the Extension of the 2014 Assessment Rolls**
- (21) Resolution No. 2014R-13 (Landfill Tipping Fees) – Amended to Include Mobile Home Disposal**
- (22) Resolution No. 2014R-19 – Establishing the 2014 Price Index for Investor-Owned Water, Wastewater and Effluent Re-Use Systems**
- (23) Tourist Development – Requesting Approval to Reimburse Babe Ruth Baseball – Two (2) Golf Carts used at Tournaments and Special Events - \$7,834.00**
- (24) Suwannee River Economic Council, Inc. – (S.H.I.P.) – FY 2014-2015 Funding Certificate - \$354,491.00**

- (25) Tax Collector – Requesting Approval 2013 Recapitulation of Errors and Insolvencies - \$2,079,433.00**
- (26) Columbia County Resources, Inc. – Requesting Surplus Bleachers from Columbia County**
- (27) Public Library – Declaration of Junk Property – (see attached list)**
- (28) Landscape & Parks – Requesting Approval to Waive Field Fees – Charity (Guardian Ad Litem) Baseball Tournament – August 9-10, 2014 – Southside Sports Complex**
- (29) Utility Permit – Church of Jesus Christ of Latter Day Saints – CR 133 (Country Club Road)**
- (30) Administration – Revised Job Description for Human Resources/Community Service Director and Reclassification to Senior Management for the Florida Retirement System**
- (31) Request for Annual Leave – Dale Williams, County Manager – July 18-25, 2014**
- (32) Administration - FDOT – Small County Outreach Program Agreement Addendum – Construction of Real Road from US 90 and Bascom Norris Drive**
- (33) Minute Approval – Board of County Commissioners – Workshop/Special Meeting - May 27, 2014**
- (34) Minute Approval – Board of County Commissioners – Regular Meeting – June 5, 2014**
- (35) Minute Approval – Board of County Commissioners – Regular Meeting – June 23, 2014**

RECEIVED

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY | 2014

AGENDA ITEM REQUEST FORM Board of County Commissioners
Columbia County

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7-3-14

Meeting Date: 7-17-14

Name: Kevin Kirby

Department: Operations

Division Managers Signature [Signature]

1. Nature and purpose of agenda item: to fund clean up of Cheryl Glw. property approved by BOCC @ workshop 5-27-14

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: -14-62

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
101-8400-584-9098 CASH BAL. FWD.	101-4270-541-3046 Repair & Maintenance	\$ 25,000

For Use of County Manger Only:

Consent Item Discussion Item

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: June 25, 2014

Meeting Date: July 17, 2014

Name: Debbie Paulson

Department: Library

Division Managers Signature Ben Scott

1. Nature and purpose of agenda item: Request that the Virginia Bishop Reserve and the Bernhardt Trust Fund be moved forward so that library materials can be purchased using these funds.

Attach any correspondence information, document memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? [] N/A

[] Yes Account No. _____

[X] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA14-66

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001-8400-584.90-98	001-7100-571.60-70 (Bernhardt)	\$17,368.00
001-8400-584.90-98	001-7100-571.60-63 (Bishop)	\$ 4,675.99

For Use of County Manger Only:

[] Consent Item [] Discussion Item

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: June 12, 2014

Meeting Date: July 17, 2014

Name: David Kraus, Safety Manager

Department: 911 Combined Communications

Division Manager's Signature: _____

1. Nature and purpose of agenda item: To approve and Extrnal Budget Amendment for Central Communications

Personal Services of \$117,000 related to unanticipated turnover of Telecommunicators

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA # 14-72

FROM

Cash Balance Forward

TO

001-2510-525-10-12 Salaries

AMOUNT

\$117,000

For Use of County Manger Only:

[] Consent Item

[] Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Thomas Brazil, 911 Center Manager
Date: June 11, 2014

RE: 911 Salary Funding

The Central Communications Department requests the Board of County Commissioners approve an external budget amendment of \$117,000 for Personal Services. The shortfall is primarily related to an unexpected high turnover rate this year. The 911 Center began the fiscal year with 3 vacancies and 9 people in training. In addition, the Center has lost 7 fulltime Telecommunicators of which 5 were fully certified senior employees, representing a 29% turnover rate. The County also implemented EMD/EFD which required training for all Center employees.

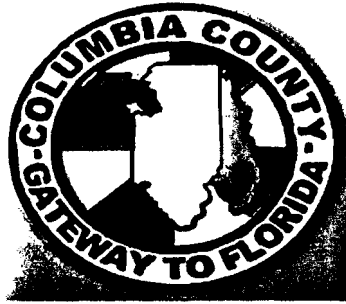
Turnover accounts for \$97,000 of the shortfall. The Center has a minimum staffing requirement of 5 people per shift whereas at full strength, the Center is staffed at 7 people per shift. Minimum staffing would leave 2 people on the Sheriff consoles, 2 on the Fire/EMS/911 side and one in relief during breaks and meals (usually the Supervisor). Currently, the Center has only 12 fully certified Telecommunicators including the 4 Supervisors, to cover 4 shifts, or an average of 3 per shift. When the Center is short of staff, we have to use overtime to meet our 5 person minimum.

Replacement of employees is expensive. Beginning in 2012, the State of Florida established State certification for all 911 Center dispatchers. As a PSAP, we are required to meet these State standards. Each Trainee in Columbia County must receive EMD, EFD and the State Department of Health (DOH) training, exceeding 345 hours of classroom time, and pass the State, EMD and EFD Exams. In addition, we require APCO, F/NCIC, and CPR certification as well as hands on training hours on both the Sheriff and the Fire/EMS dispatch consoles. The scheduling of this training is dependent on the Florida State College in Jacksonville and the State for the mandatory DOH exam. This training can take in excess of six months before a Trainee can be legally released to operate independently.

The Center employs 2 former certified employees in PRN positions to help curb overtime when possible and continues to operate at minimum staffing levels. In addition, five of the trainees have recently completed the training and are waiting for the State certification exam. The Center uses these 5 to staff a position as long as a Certified Telecommunicator is in the room supervising them. However, the remaining 9 employees in training require a certified Telecommunicator to work the position with them. This effectively requires 2 people to cover one Dispatch position until the training is complete. The County also must pay each trainee for the 345 hours of required classroom time.

Secondly, after several years, the Center implemented EMD and EFD in October. This required training of all of our existing employees. In order to maintain dispatch operations, this training had to occur during overtime hours and accounts for \$20,000 of the requested funds.

Finally, we have experienced a decline in the budgeted salary levels over the past few years. .In FY2012, the Center received \$933,155. This was decreased to \$893,620 in FY2013 and \$862,637 in the current year. With the implementation of the State Certification, EMD, EFD and the bonus, the 911 Central Communications budget for Personal Services will experience a shortfall of \$117,000 in the current fiscal year.



Columbia County Combined Communications Center Training Timetable

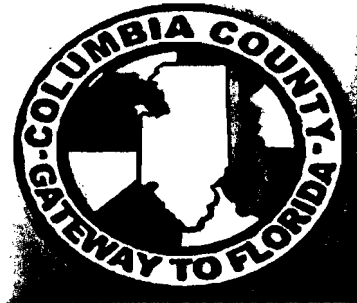
On The Job Training (OJT)

911/Fire/EMS Operator Phase 20 Weeks

- **911/Fire/EMS Call Taker Training**
8 weeks with a certified operator/Communications Training Officer (CTO)
2 weeks shadow/evaluation by a supervisor or CTO
- **911/Fire/EMS Dispatch Training**
8 weeks with a certified operator/Communications Training Officer (CTO)
2 weeks shadow/evaluation by a supervisor or CTO

Law Enforcement Operator Phase 20 Weeks

- **Law Enforcement Call Taking/Information Training**
8 weeks with a certified operator/Communications Training Officer (CTO)
2 weeks shadow/evaluation by a supervisor or CTO
- **Law Enforcement Dispatch Training**
8 weeks with a certified operator/Communications Training Officer (CTO)
2 weeks shadow/evaluation by a supervisor or CTO
- **IF A TRAINEE COMPLETES EITHER PHASE OF TRAINING PRIOR TO BEING CERTIFIED AS A DEPARTMENT OF HEALTH (DOH) CERTIFIED TELECOMMUNICATOR THEY MAY STILL WORK A POSITION WITHOUT HAVING A TRAINER SIT DIRECTLY WITH THEM. HOWEVER, THEY STILL MUST BE UNDER THE SUPERVISION OF A DOH CERTIFIED TELECOMMUNICATOR AT ALL TIMES.**



Columbia County Combined Communications Center Training Timetable

Academic Phase 10.5 Weeks

- **Orientation Training (Policies/Procedures, Codes/Signals, Maps)**
4 days Classroom Training
- **Department of Health State Mandated 232 hour 911 Telecommunicator Certification Training/Emergency Telecommunicator Certification (ETC)/Crisis Intervention Training (CIT)**
7 weeks held at the Alachua County Sheriff's Office (depending on availability)
Or
- **Florida State College of Jacksonville Department of Health State Mandated 232 hour 911 Telecommunicator Certification Training**
6 weeks online
- **Emergency Medical Dispatch/Emergency Fire Dispatch Certification Training (EMD/EFD)**
1 week Classroom Training
- **Computer Aided Dispatch (CAD) Training**
3 days Classroom Training
- **Florida Crime Information Center/National Crime Information Center Certification Training (FCIC/NCIC)**
1 day Classroom Training
- **International Academies of Emergency Dispatch (IAED) Active Shooter Training**
1 day Classroom Training
- **Law Enforcement Call Taker Scenario Based Training**
1 week Classroom Training

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 6/23/14

Meeting Date: 7/17/14

Name: Ben Scott

Department: Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: To budget for computer for new finance office position.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 14-74

FROM

001.8400.584.9097

Equipment Reserve

TO

001.1000.511.6064

Equipment Purchase

AMOUNT

\$1,202

For Use of County Manger Only:

Consent Item [] Discussion Item



QUOTATION

Quote #: 685126116
 Customer #: 8124156
 Contract #: WN05ACA
 Customer Agreement #: 250WSCA10ACS;B27160
 Quote Date: 06/20/2014
 Customer Name: COLUMBIA COUNTY

Date: 6/20/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: KYLE WULFF PHONE: 1800 - 4563355
 Email Address: Kyle.Wulff@Dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$1,201.71 GROUP TOTAL: \$1,201.71

Description	Quantity
OptiPlex 7010 Small Form Factor Base (225-2812)	1
3rd Gen Intel Core i7-3770 Processor (8MB, 3.4GHz) w/HD4000 Graphics, Dell Optiplex 7010 (318-2164)	1
4GB Single Channel DDR3 1600MHz (4GBx1) (370-ABEN)	1
Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop (331-9586)	1
Dell 20 Monitor - P2014H (480-ABMB)	1
Intel Integrated Graphics w/o Adapters, OptiPlex (320-3184)	1
500GB 2.5 3.0Gb/s SATA with 16MB DataBurst Cache,OptiPlex DT/SFF (320-3016)	1
Windows 7 Professional, No Media, 64-bit, OptiPlex, English (421-5606)	1
Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	1
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334)	1
Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458)	1
Intel Standard Manageability, Dell OptiPlex 7010 (331-6245)	1
8X SlimLine, DVD+/-RW, Dell OptiPlex (318-0620)	1
Thank you for Choosing Dell (318-2231)	1
Heat Sink, Perf/Mstrm, SFF, OptiPlex (331-8318)	1
Dell Stereo USB SoundBar AC511 for Latitude, OptiPlex, Precision, Vostro (520-AADQ)	1
Optiplex 7010 Small Form Factor, Standard Power Supply (331-6585)	1
Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422)	1
Regulatory label, Mexico, for OptiPlex 7010 Small Form Factor (331-7359)	1
Safety/Environment and Regulatory Guide (English) (340-ABSZ)	1
Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)	1
No ESTAR Settings, OptiPlex (331-8325)	1
No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673)	1
Chassis Intrusion Switch,Optiplex SFF (317-6625)	1
1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex (310-1959)	1
No Quick Reference Guide,Dell OptiPlex (310-9444)	1
Shipping Material for System,Dell OptiPlex (331-1270)	1

Dell 20 Monitor - P2014H (320-9798)	1
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	1
Dell Limited Hardware Warranty Plus Service Extended Year(s) (995-4303)	1
Dell Limited Hardware Warranty Plus Service Initial Year (995-4093)	1
ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (995-1933)	1
ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (995-0923)	1
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449)	1
ProSupport : 7x24 Technical Support , 2 Year Extended (995-2093)	1
ProSupport : 7x24 Technical Support , Initial (995-1553)	1
Intel Core i7 Desktop Sticker (331-1565)	1

*Total Purchase Price:	\$1,201.71
Product Subtotal:	\$1,201.71
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Statement of Conditions

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Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

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All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

RECEIVED 5
JUL 12 2014

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Board of County Commissioners
Columbia County

AGENDA ITEM REQUEST FORM

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Today's Date: 7-3-14

Meeting Date: 7-17-14

Name: Kevin Kirby

Department: Operations

Division Managers Signature [Signature]

1. Nature and purpose of agenda item: Purchase (10) tablet computers and (10) cases.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

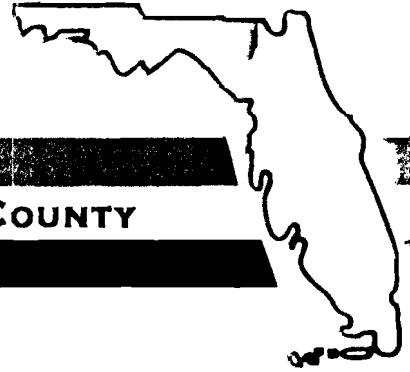
Budget Amendment Number: BA 14-17

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
<u>101-8400-584-9097 Equipment Reserve</u>	<u>101-4270-541-6064 Equipment Purchases</u>	<u>\$ 7,700.00</u>

For Use of County Manger Only:


Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager 
DATE: July 3, 2014
SUBJECT: Equipment Purchase

I am requesting permission to purchase (10) tablet computers and (10) cases for a total of \$7,674.80. The tablets will be utilized in the field by our crew foremen to track, enter and implement work orders by using a program created by Patrick Weaver. The program will provide a significant amount of information that will track location and type of work orders. This program will allow for more efficient planning of work and avoid duplication from callers for the same issue/work.

In addition, we are working with Patrick to integrate the system with a system that Shayne Morgan uses during storms to enter emergency issues. This will allow immediate notification to our workforce in the field as well as provide the necessary data and location of the issue.

Patrick will also design a program for the tablets to be used by our Fuel Service Mechanics to track the amount of fuel each piece of equipment is utilizing in order that we can obtain this information for budgeting purposes in the future and to track efficiency.

The tablets are on State Contract and would be ordered through the IT Department.

Your consideration is appreciated.

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: July 8, 2014 Meeting Date: July 17, 2014

Name: David Kraus, Safety Manager Department: Emergency Management

Division Manager's Signature: [Signature]

1. Nature and purpose of agenda item: To approve Modifications to two Hazard Mitigation Grant Program projects, Erin Glen (DR-4068-29-R) and US27/SR47 (DR-4068-17-R), revising the Phase I grant Amounts

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? [] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA- 14-79

Table with 3 columns: FROM, TO, AMOUNT. Includes entries for DR-4068-29-R Federal/State Revenue (\$79,500) and Local In-kind Match (\$26,500) for Erin Glen, and DR-4068-17-R Federal/State Revenue (\$94,125) and Local In-kind Match (\$31,375) for US27/SR47.

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: July 8, 2014
RE: Grant Modifications to HMGP projects – Erin Glen and US27/SR47

The Columbia County has entered into two grant agreements with the State Division of Emergency Management under the Hazard Mitigation Grant Program (HMGP) that require modification: Erin Glen (DR-4068-29-R) and US27/SR47 (DR-4068-17-R). The State initially approved Columbia County for Phase I of both projects at \$25,000. On June 18, 2014, the State sent the County a modification for each grant. The modification agreements make the following changes to each project:

- 1) The initial agreements did not include the pre-award costs incurred to preparing the HMGP application. Under the HMGP program, pre-award costs are eligible for reimbursement. Pre-award funds are included in the modifications.
- 2) The initial agreements only contained the funds necessary to conduct the watershed study for each project (Phase I). However, the scope of services included permitting, surveying, and design. The State is increasing the budgets for Phase I on both projects to include these costs.
- 3) Because of these inconsistencies, the project start was delayed. The modification to the agreements extend the completion due date until **July 31, 2015**.

If approved, the modification to the agreements would fund Phase I of these projects accordingly:

	Erin Glen Phase I (DR-4068-29-R) \$106,000	
Pre-Award Costs	\$26,000	(\$19,500 Federal share and \$6,500 local share)
Water Shed Study, Engineering, Survey, and Permitting	\$80,000	(\$60,000 Federal share and \$20,000 local share)
	US27/SR47 Phase I (DR-4068-17-R) \$125,500	
Pre-Award Costs	\$75,000	(\$56,250 Federal share and \$18,750 local share)
Water Shed Study, Survey, Permitting and Design	\$50,500	(\$37,875 Federal share and \$12,625 local share)

The local match will remain an in-kind match. We recommend the Columbia County Board of County Commissioners approve and accept the Modification to Subgrant Agreements for the Erin Glen and US27/SR47 HMGP projects.

David Kraus

From: David Kraus
Sent: Wednesday, July 02, 2014 3:47 PM
To: David Kraus
Subject: FW: HMGP-4068-17-R and HMGP-4068-29-R Columbia County MOD#1
Attachments: MOD#1.HMGP4068-17-R.Revised.Increase.Budget.6.18.2014.Final.pdf; MOD#1.HMGP4068-29-R.Revised.Increase.Budget.6.18.2014.Final.pdf

From: Moscoso, Kizzy [<mailto:Kizzy.Moscoso@em.myflorida.com>]
Sent: Wednesday, June 18, 2014 9:17 AM
To: David Kraus
Cc: Smith, Chad; Marshall, Kathleen; Lane, Pamela
Subject: HMGP-4068-17-R and HMGP-4068-29-R Columbia County MOD#1

The proposed contract modification has been forwarded to you electronically, if you are unable to print the attached documentation please contact the staff listed below.

Dear Mr. Kraus:

Attached are your copies of the proposed contract modifications number one (1) between Columbia County and the Division of Emergency Management (DEM). Please print four (4) copies of each modification. The official representative, as listed below, will need to sign the signature page of each modification. All four (4) copies of each modification should then be sent to DEM for full execution as soon as possible. One fully executed modification will be returned to Columbia County for its files.

Official Representatives:

County:	Chairman of the Board of Commissioners
City:	Mayor
Indian Tribe:	Chief or President
Water Management District:	Chairman
Non-Profit:	Chairman of the Board

If there is an official that is not listed above who is authorized to sign the contracts for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

If you have questions regarding this modification or who is authorized to sign it, please call Chad Smith, Project Manager at (850) 487-3219.

Regards,

KIZZY KARLENE MOSCOSO

GRANTS SPECIALIST V

Florida Division of Emergency Management

Bureau of Mitigation

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399

(850) 487-3210 Office

kizzy.moscoso@em.myflorida.com

Contract Number: 14HM-6B-03-22-01-407
Project Number: 4068-29-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
COLUMBIA COUNTY**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Columbia County ("the Recipient") to modify Contract Number 14HM-6B-03-22-01-407, dated February 14, 2014 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$18,750.00, in Federal funds; and

WHEREAS, the Agreement expired on April 12, 2014;

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement, modify the Budget and Scope of Work, and increase the federal and local funding under the Agreement; and

WHEREAS, the Division and the Recipient desire to increase the budget by \$60,750.00 under the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties and shall end July 31, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$60,750.00, for the maximum amount payable under the Agreement to \$79,500.00 (Seventy Nine Thousand Five Hundred Dollars and No Cents).
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified to reflect an increase in Budget as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. Paragraph 11 of the Agreement is hereby amended to read as follows:

If an Event of Default occurs, then the Division shall, after 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 the 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 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 Division 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 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 Division for the amount of costs incurred for any items determined to be ineligible.
 - (f) Exercise any other rights or remedies which may be available under law;
 - (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division 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 Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.
6. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
7. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
8. Quarterly reports are due to the Division 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.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

RECIPIENT: COLUMBIA COUNTY

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

**Attachment A
Budget and Scope of Work
(1st Revision)**

Statement of Purpose

The purpose of this scope of work is to implement Phase I for the Columbia County Erin Lane Acquisition and Drainage Project funded through the Hazard Mitigation Grant Program (DR-4068-29-R), as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The recipient, Columbia County, shall conduct Phase I of this project which includes a Watershed Study for this project to determine the correct location and size of the storm water retention area and conveyance system to direct runoff to the retention pond area. No construction activities are approved at this time. The project is expected to protect adjacent property, citizens and infrastructure from future localized flooding. The recipient will complete the Phase I work in accordance with all applicable federal, state and local laws, regulations, and codes. All Phase I activities and deliverables must be complete and submitted to the state on or before July 31, 2015.

Tasks

Task 1

The recipient shall procure the services of a qualified and Florida licensed professional(s) and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The recipient shall select the qualified, Florida licensed professional(s) in accordance with the recipient's procurement policy. All procurement activities will contain sufficient source documentation and be in accordance with all applicable federal and state laws and regulations

The recipient shall ensure that no selected contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Task 2

The recipient, the Columbia County shall monitor and manage the Phase I portion of this project in accordance with the HMGP application and supporting documentation as submitted to the Division by the recipient and subsequently approved by the Division and FEMA. The Division and FEMA will render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time.

Phase I consists of a Watershed Study to determine the correct location and size of a storm water retention area and conveyance system to direct runoff to the retention pond area which will be located on Erin Lane, Lake City, Florida 32024. This project is intended to protect the roadway, infrastructure, and ensure all property owners, business owners, and visitors have ingress/egress to their property.

Obtain an Environmental Resource Permit (ERP) and any other permits or authorizations from the Suwannee River Water Management District (SRWMD). Confirmation of permit exemption from the SRWMD is needed if no permit is required.

Obtain all local, state and federal environmental permits as applicable.

Identify appropriate landfill where all construction debris will be taken and indicate in project scope. Determine if any asbestos containing material is present in any structure to be demolished.

Identify if project will be located inside city limits and indicate in project scope. If portion of the project is located outside city limits, coordinate with the National Resource Conservation Service (NRCS).

All Phase I work will be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Task 3

During the course of this agreement the recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The recipient is required to submit an Affidavit signed by the recipient's project manager or other authorized personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The recipient must maintain accurate time records. The recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, paid bills and invoices, payrolls, time and attendance records, contract and subcontract documents.

Direct Expense: The recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The Division will review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient. Quarterly reports must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

Deliverables

Deliverable 1

The recipient will provide documentation demonstrating the results of the procurement process. This will include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors will be provided to the Division by the recipient.

The recipient will provide copies of professional licenses for contractors selected to perform services.

The recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

Deliverable 2

Upon completion of Task 2, the recipient will submit two final copies of the documents below and any necessary supporting documentation.

1. Engineering design and analysis, surveying, and Hydrologic and Hydraulic studies, including verification that there will not be any upstream or downstream impacts
2. Final construction plans and bid documents
3. Cost estimates broken down by line items, to implement the designed project
4. All necessary Environmental and Historic Preservation compliance documents, as applicable
 - a. Aerial photograph showing the full detailed extent of the project footprint (square feet) and depth of ground disturbance (feet). Staging areas should be identified.
 - b. Clear, color and labeled photographs of all ground disturbing areas must be provided.
 - c. Copy of the ERP and another other permits or authorizations from the SRWMD. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions. Copy of all local, state and federal environmental permits required for project activities. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions.

- d. Copy of any correspondence with any local, state or federal agencies. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions.
- e. Copy of coordination with the NCRS if any part of the project is located outside city limits. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions.

Deliverable 3

The recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The requests for reimbursement will include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
2. Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for invoiced services.
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient's final request for reimbursement should include the final Phase I project cost. Supporting documentation must show that all contractors and subcontractors have been paid.

Project Conditions

1. The recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3. If ground disturbing activities occur during construction, the recipient will monitor ground disturbance. In the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and take all reasonable measures to avoid or minimize harm to the property. The recipient, or other designee, should contact the Florida Department State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the Division and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop

1.

immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*

Financial Consequences

If Columbia County fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the recipient's project;
4. Withhold further awards; or
5. Take other remedies that may be legally available.

project number **4068-29-R**, funded under HMGP-4068-DR-FL.

All Phase I Activities and deliverables must be complete and submitted on or before **July 31, 2015**.

Phase I

State Contracting Process:	1	Months
<u>Phase I Watershed Study:</u>	<u>4</u>	<u>Months</u>
Total Period of Performance:	5	Months

Schedule of Work

Budget

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Phase I :			
Pre-award Costs	\$26,000.00	\$19,500.00	\$6,500.00
Watershed Study, Engineering, Survey, Permitting	<u>\$80,000.00</u>	<u>\$60,000.00</u>	<u>\$20,000.00</u>
Total Project Cost:	\$106,000.00	\$79,500.00	\$26,500.00

Federal Share:	\$79,500.00	(75%)
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Local Share:	\$26,500.00	(25%)	<u>Funding Summary</u>
Total Phase I Project Cost:	\$106,000.00	(100%)	

Contract Number: 14HM-6B-03-22-01-408
Project Number: 4068-17-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
COLUMBIA COUNTY**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Columbia County ("the Recipient") to modify Contract Number 14HM-6B-03-22-01-408, dated February 14, 2014 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$18,750.00, in Federal funds; and

WHEREAS, the Agreement expired on May 31, 2014;

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement, modify the Budget and Scope of Work, and increase the federal and local funding under the Agreement; and

WHEREAS, the Division and the Recipient desire to increase the budget by \$75,375.00 under the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties and shall end February 28, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$75,375.00, for the maximum amount payable under the Agreement to \$94,125.00 (Ninety Four Thousand One Hundred Twenty Five Dollars and No Cents).
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified to reflect an increase in Budget as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. Paragraph 11 of the Agreement is hereby amended to read as follows:

If an Event of Default occurs, then the Division shall, after 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 the 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 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 Division 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 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 Division for the amount of costs incurred for any items determined to be ineligible.
 - (f) Exercise any other rights or remedies which may be available under law;
 - (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division 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 Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.
6. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
7. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
8. Quarterly reports are due to the Division 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.

4.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

RECIPIENT: COLUMBIA COUNTY

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

**Attachment A
Budget and Scope of Work
(1st Revision)**

Statement of Purpose

The purpose of this scope of work is to implement Phase I for the Columbia County SR 47 and US 27 Acquisition and Drainage Project funded through the Hazard Mitigation Grant Program (DR-4068-17-R), as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The recipient, the Columbia County, shall conduct Phase I of this project which includes a Watershed Study for this project to determine the correct location and size of the storm water retention area. No construction activities are approved at this time. The project is expected to protect adjacent property, citizens and infrastructure from future localized flooding. The recipient will complete the Phase I work in accordance with all applicable federal, state and local laws, regulations, and codes. All Phase I activities and deliverables must be complete and submitted to the state on or before February 28, 2015.

Tasks

Task 1

The recipient shall procure the services of a qualified and Florida licensed professional(s) and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The recipient shall select the qualified, Florida licensed professional(s) in accordance with the recipient's procurement policy. All procurement activities will contain sufficient source documentation and be in accordance with all applicable federal and state laws and regulations.

The recipient shall ensure that no selected contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Task 2

The recipient, the Columbia County shall monitor and manage the Phase I portion of this project in accordance with the HMGP application and supporting documentation as submitted to the Division by the recipient and subsequently approved by the Division and FEMA. The Division and FEMA will render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time.

Phase I consists of a Watershed Study to determine the correct location and size of a storm water retention area located on US 27/SR 47 in Fort White, Florida 32038. This project is intended to protect the roadway, infrastructure, and ensure all property owners, business owners, and visitors have ingress/egress to their property. The project site is located at Latitude: 29.921059, Longitude: -82.715103.

The recipient must consult with the Florida Fish and Wildlife Conservation Commission (FFWCC) for State-listed species or special concern including the Red Cockaded Woodpecker (*Picoides borealis*) and the Eastern Indigo Snake (*Dymarchon corais couperi*). Conduct a hydrologic and hydraulic (H&H) study. If impacts to the waters of the US or wetlands are identified in the study, the recipient must coordinate with the U.S. Army Corps of Engineers (USACE). If coordination with the USACE is not required, the recipient must coordinate with the U.S. Fish and Wildlife Service (USFWS).

1.

Obtain an Environmental Resource Permit (ERP) and any other permits or authorizations from the Suwannee River Water Management District (SRWMD). Confirmation of permit exemption from the SRWMD is needed if no permit is required.

Onsite and offsite improvements associated with the project that impact Florida Department of Transportation (FDOT) right-of-way will require the appropriate FDOT permits. Required permits may include drainage, utility, access management, or other permits depending on the work planned. Contact the FDOT's District Two Maintenance Office in Lake City at (386) 961-7180 for additional information.

The public must be notified of the intent to locate the proposed action in the floodplain or/and wetland. The notice must be published at least once in a local newspaper of general circulation. The public must be given at least fifteen days to comment. The recipient must meet federal requirements of notification.

All Phase I work will be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Task 3

During the course of this agreement the recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested. The recipient is required to submit an Affidavit signed by the recipient's project manager or other authorized personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The recipient must maintain accurate time records. The recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, paid bills and invoices, payrolls, time and attendance records, contract and subcontract documents.

Direct Expense: The recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The Division will review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will

verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient. Quarterly reports must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

Deliverables

Deliverable 1

The recipient will provide documentation demonstrating the results of the procurement process. This will include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors will be provided to the Division by the recipient.

The recipient will provide copies of professional licenses for contractors selected to perform services.

The recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

Deliverable 2

Upon completion of Task 2, the recipient will submit two final copies of the documents below and any necessary supporting documentation.

1. Engineering design and analysis, surveying, and Hydrologic and Hydraulic studies, including verification that there will not be any upstream or downstream impacts
2. Final construction plans and bid documents
3. Cost estimates to implement the designed project
4. All necessary Environmental and Historic Preservation compliance documents, as applicable
 - a. Property assessor information for each parcel to be acquired and confirmation that no structures are currently located on any of the parcels.
 - b. Aerial photograph showing the full detailed extent of the project footprint (square feet) and depth of ground disturbance (feet). Staging areas should be identified.
 - c. Clear, color and labeled photographs of all ground disturbing areas must be provided.

- d. Clear, color and labeled USGS topographical map must be provided. Project area must be clearly indicated.
- e. Response letter or authorization from the FFWCC for State-listed species of special concern.
- f. Copy of the H&H study.
- g. Response letter from the USACE if project impacts waters of the US or wetlands are identified in the H&H study, and any authorizations or permits that will be necessary to complete the proposed work. Any conditions imposed by the USACE shall be included in the final design plans, narrative and project implementation actions.
- h. If USACE coordination is not required, response letter from the USFWS and any authorizations or permits that will be necessary to complete the proposed project. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions.
- i. Copy of the ERP and another other permits or authorizations from the SRWMD. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions.
- j. Copy of all (FDOT) permits.
- k. Copy of the publication and affidavit of public notice along with all public comments and responses. If a meeting was held in lieu of a publication, a copy of the meeting minutes and sign in sheet must be provided.

Deliverable 3

The recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The requests for reimbursement will include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
2. Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for invoiced services.
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient's final request for reimbursement should include the final Phase I project cost. Supporting documentation must show that all contractors and subcontractors have been paid.

Project Conditions

1. The recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Florida Division of Emergency Management (FDEM) for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3. If ground disturbing activities occur during construction, the recipient will monitor ground disturbance. In the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and take all reasonable measures to avoid or minimize harm to the property. The recipient, or other designee, should contact the Florida Department State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the FDEM and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*

Financial Consequences

If Columbia County fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the recipient's project;
4. Withhold further awards; or
5. Take other remedies that may be legally available.

This is FEMA project number **4068-17-R**, funded under HMGP-4068-DR-FL.

All Phase I activities and deliverables must be complete and submitted on or before **February 28, 2015**.

Schedule of Work

Phase I

State Contracting Process:	2	Months
<u>Phase I Watershed Study:</u>	<u>7</u>	<u>Months</u>
Total Period of Performance:	9	Months

Budget

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Phase I :			
Pre award Cost:	\$75,000.00	\$56,250.00	\$18,750.00
Watershed Study, Survey, Permitting, Design	\$50,500.00	\$37,875.00	\$12,625.00
Total Project Cost:	\$125,500.00	\$94,125.00	\$31,375.00

Funding Summary

Federal Share:	\$94,125.00	(75%)
Local Share:	\$31,375.00	(25%)
Total Phase I Project Cost:	\$125,500.00	(100%)

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY
AGENDA ITEM REQUEST FORM

7

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

Today's Date: 07-10-2014

Meeting Date: 07-16-2014

Name: Dale Williams

Department: Admnsitration

Division Manager's Signature: 

1. Nature and purpose of agenda item: Columbia High Dugout Club funding request. (see attached)

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
 Yes Account No. _____
 No Please list the proposed budget amendment to fund this request

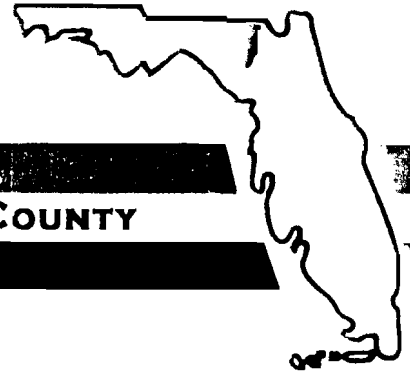
Budget Amendment Number: BA # 14-80

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001-8400-584-9098 General Fund/ Cash Balance Forward	001.9882.572.6063 Grants to Outside Agency	\$32,000

For Use of County Manger Only:

Consent Item [] Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

July 10, 2014

M E M O

TO: Board of County Commissioners
FR: Dale Williams, County Manager *Dale*
RE: Request to Approve Budget Amendment No.
Columbia High Dugout Club, Inc.

Board approval to contract with Columbia High Dugout Club, Inc. (subject to the provisions noted in the attached opinion from Marlin Feagle, County Attorney) is requested. A \$32,000 appropriation for this project was Board approved May 27, 2014.

DW/cnb

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

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

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

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

June 30, 2014

RECEIVED

Mr. Dale Williams
County Manager
County Administrative Offices
135 NE Hernando Avenue
Lake City, Florida 32055

JUL 01 2014
Board of County Commissioners
Columbia County

Re: Columbia High Dugout Club, Inc.

Dear Dale:

This will respond to your Memo of June 2, 2014 regarding the request of Columbia High Dugout Club, Inc. to receive \$32,000 for the repair of dugouts at CHS. Your email confirms the Board of County Commissioners has appropriated these funds, and the Dugout Club would like to receive and disburse the funds in lieu of having them paid to the Columbia County School District.


Enclosed is a copy of Attorney General Opinion 83-06 to Terrence Brown, City Attorney for Starke, Florida. This AGO appears to be on point when addressing the Dugout Club contribution. In summary, AGO 83-06 indicates that where a public purpose is involved, municipalities may accomplish this purpose through the medium of a nonprofit quasi public corporation, and that a private nonprofit corporation organized to carry out a public purpose or function is "quasi public" in nature such that no constitutional limitations are violated by contractual agreements with such entities. The AGO gives several examples where this procedure has been used in the past. There are several determining factors, such as nonprofit, voluntary, open to the public, and dedicated to a valid public interest and purpose. Also, some degree of control should be retained by the public authority to assure accomplishment of the public purpose. Therefore, assuming the nonprofit corporation meets these requirements, my opinion is that the County may contribute to the Dugout Club for the repair of dugouts at CHS which are publicly owned properties, in lieu of funding this expense through the School District. Such a program would appear to benefit the public by meeting the need for public recreation programs. In making the funding contribution to the Dugout Club, the County should maintain control and accountability of the funds, including the following:

Mr. Dale Williams
Page 2
June 30, 2014

- A. Assurance that the funds are contributed to a nonprofit organization;
- B. That the facilities being improved are public facilities, such as ownership by the School District, and that these facilities are open to the public;
- C. That no individual officer or member of the nonprofit corporation will directly benefit from the contribution;
- D. A complete accounting of the use of the funds, such as reimbursement to the Dugout Club upon providing receipts and verification that the funds have been or will be used for the intended purpose in accordance with an agreed upon reimbursement schedule; and
- E. Other controls the County may deem necessary for audit and verification purposes.

Please do not hesitate to give me a call if you have further questions regarding the proposed contribution.

Very truly yours,


Marlin M. Feagle

MMF:dse
Enclosure

**JULY 17, 2014
BOARD OF COUNTY COMMISSIONERS MEETING
BUILDING AND ZONING DEPARTMENT
SPECIAL FAMILY LOT PERMITS
CONSENT AGENDA**

FL14-10 - Immediate Family Member: Kelsee King

Parent Parcel Owner: Jeanne Lott

Family Relationship: Grand-Daughter

Acreage Being Deeded: 1.0

Acreage Remaining: 4.49

Location of Property: See attachment "A"

FL14-11 - Immediate Family Member: James L. Shaw

Parent Parcel Owner: John E. Shaw

Family Relationship: Brother

Acreage Being Deeded: 3.0

Acreage Remaining: 5.0

Location of Property: See attachment "B"

Requesting approval of the Special Family Lot permit as indicated above. The requirements of Section 14.9 of the Land Development Regulations, as amended have been met. Staff recommends approval.

"A"

SW PAUL PEA

SW WILDWOOD CT

SW TUSTENUGEE AVE

SW NAUTILUS RD



Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1063



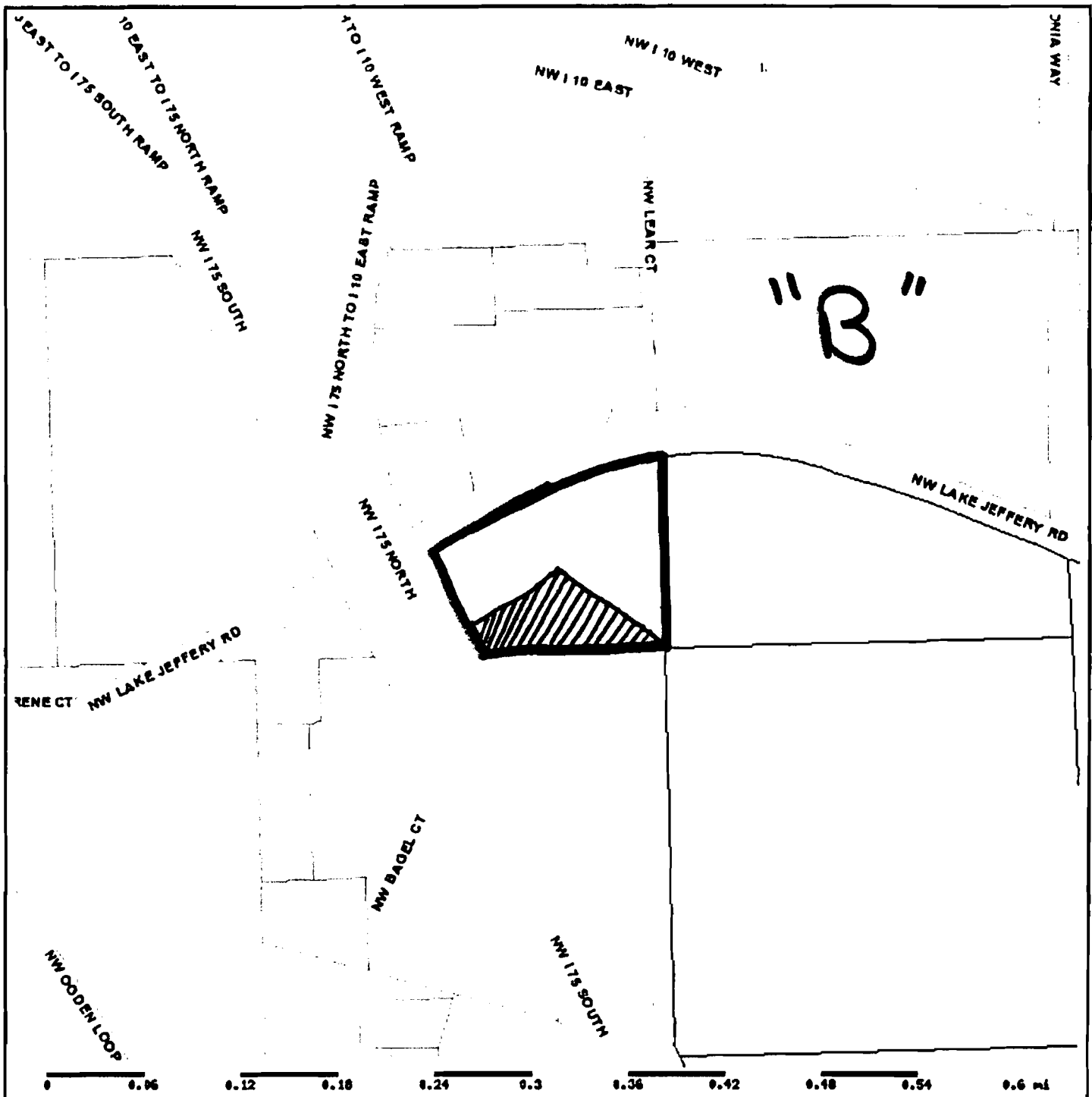
PARCEL: 19-5S-17-09290-006 - MOBILE HOM (000200)
 COMM NW COR OF SE1/4 OF NE1/4, RUN S 355.53 FT FOR POB, CONT S 332.33 FT, E 749 FT TO W RW W RW OF SW WILDWOOD CT, NE ALONG RW 337.44 FT, W 690.47

Name: LOTT JEANIE A
 Site: 384 SW WILDWOOD CT
 Mail: 384 SW WILDWOOD CT
 LAKE CITY, FL 32024
 Sales Info: NONE

2013 Certified Values	
Land	\$34,723.00
Bldg	\$7,931.00
Asst	\$47,104.00
Exmpt	\$25,500.00
Taxbl	Chy: \$21,604
	Other: \$21,604 Schl: \$21,604



This information, GIS updated: 6/18/2014, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the



Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL: 06-3S-16-02009-000 - MOBILE HOM (000200)

NW1/4 OF NE1/4 AS LIES S OF SR-250 & E OF I-75 EX RD RAW & EX THE W'LY 21 FT AS DESC IN ORB 850-1916 & EX ADD'L RD RAW DESC ORB 972-1070, ORB 676-42,

Name: SHAW JOHN E & JAMES L

Site: 8484 NW LAKE JEFFERY RD

Mail: 1420 CATHERINE ST
ORLANDO, FL 32801

Sales 3/21/2014

Info 2/25/2005

2013 Certified Values

Land \$35,604.00

Bldg \$8,624.00

Assd \$48,708.00

Exmpt \$0.00

Taxbl Cnty: \$48,708

Other: \$48,708 | Sch: \$48,708



RECEIVED
JUN 23 2014

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Board of County Commissioners
Columbia County

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 6-20-14

Meeting Date: 7-17-14

Name: Kevin Kieby

Department: Operations

Division Managers Signature [Signature]

1. Nature and purpose of agenda item: FY 14/15 Mosquito Control Work Plan

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? [] N/A

[X] Yes Account No. 001-6200-562-3062 & 001-6200-562-3052

[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: -

FROM

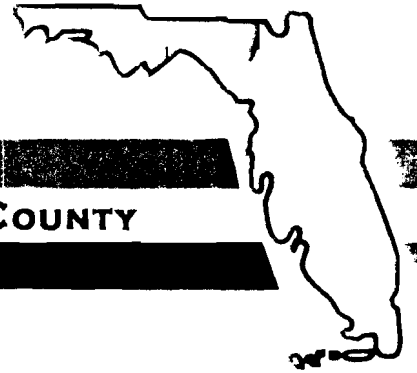
TO

AMOUNT

For Use of County Manger Only:


[] Consent Item [] Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager 
DATE: June 20, 2014
SUBJECT: Mosquito Control Work Plan FY 14/15

Attached please find two (2) copies of the detailed mosquito control work plan for FY 14/15.

Upon approval by the Board of County Commissioners the chairman will be required to sign and have notarized both copies.

DACS proposed funding for FY 14/15 is \$34,150 which is an increase from last years' funding of \$29,456.

If you should need any additional information please contact me.



Florida Department of Agriculture and Consumer Services
 Division of Agricultural Environmental Services

FOR COUNTY OR DISTRICT USE ONLY

ADAM H. PUTNAM
 COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
 Telephone Number (850) 617-7997

Submit to:
 Bureau of Entomology and Pest Control
 3125 Conner Blvd, Suite N,
 MS C-41
 Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 14 ENDING SEPTEMBER 30, 20 15	PREPARED BY: Ed Lontz, Solid Waste Director
DATE:		DATE: 6/11/2014
APPROVED BY: BUREAU OF ENTOMOLOGY AND PEST CONTROL	COUNTY or DISTRICT COLUMBIA AUTHORITY: CHAPTER 388.341, F. S.	APPROVED BY: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE:		DATE:

PAGE 1 OF 3					TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
RECEIPTS														
311	Ad Valorem (Current/Delinquent)			\$ 46,666	\$ 46,666									
334.1	State Grant			\$ 31,540	\$ -	\$ 31,540								
362	Equipment Rentals			\$ -	\$ -	\$ -								
337	Grants and Donations			\$ -	\$ -	\$ -								
361	Interest Earnings			\$ -	\$ -	\$ -								
364	Equipment and/or Other Sales			\$ -	\$ -	\$ -								
369	Misc./Refunds (prior yr expenditures)			\$ -	\$ -	\$ -								
380	Other Sources			\$ -	\$ -	\$ -								
389	Loans			\$ -	\$ -	\$ -								
				Total Receipts	\$ 78,206	\$ 46,666	\$ 31,540							

52.1	Lubricants			\$ 1,000	\$ 1,000									
52.2	Chemicals													
52.2	Adulicide - Kontrol 4+4	2700	gal	\$ 12,240	\$ 5,500	\$ 5,740								
52.3	Protective Clothing													
52.4	Misc. Supplies													
52.5	Tools & Implements													
54	Publications & Dues			\$ 500	\$ 500	\$ -								
55	Training			\$ 800	\$ -	\$ 800								
60	Capital Outlay													
	Pickup Truck (relace 14yr old truck)			\$ 25,000	\$ -	\$ 25,000								
71	Principal													
72	Interest													
81	Aids to Government Agencies													
83	Other Grants and Aids													
89	Contingency (Current Year)													
99	Payment of Prior Year Accounts													
	Total Expenditures			\$ 79,206	\$ 46,666	\$ 31,540	\$ 338,551							



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

FOR COUNTY OR DISTRICT USE ONLY

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

ADAM H. PUTNAM
COMMISSIONER

Section 388.341, F. S. and 5E-13.022(1) and (3), F.A. C.
Telephone Number (850) 617-7997

Submit to:
Bureau of Entomology and Pest Control
3125 Conner Blvd, Suite N,
MS C-41
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: DATE:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 14 ENDING SEPTEMBER 30, 20 15	PREPARED BY: Ed Lontz, Solid Waste Director DATE: 6/11/2014
APPROVED BY: _____ <small>BUREAU OF ENTOMOLOGY AND PEST CONTROL</small> DATE:	COUNTY or DISTRICT COLUMBIA <small>AUTHORITY CHAPTER 388.341, F. S.</small>	APPROVED BY: _____ <small>CHAIRMAN, BOARD OF COUNTY COMMISSIONERS</small> DATE:

PAGE 3 OF 3					TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
RESERVES														
0.001	Reserves - Future Capital Outlay			\$ -	\$ -	\$ -								
0.002	Reserves - Self-Insurance			\$ -	\$ -	\$ -								
0.003	Reserves - Cash Balance to be Carried Forward			\$ -	\$ -	\$ -								
0.004	Reservies - Sick and Annual Leave Trans Out			\$ -	\$ -	\$ -								
				Total Reserves	\$ -	\$ -	\$ -							

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

10

AGENDA ITEM REQUEST FORM

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

Today's Date: 07-08-2014

Meeting Date: 07-17-2014

Name: Ben Scott

Department: BCC ADMIN

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: Agreement with Metropolitan Systems, Inc./Kiwanis Club of Lake City, Florida

Placement of Benches upon ~~the~~ Right-of-Way
County

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

**AGREEMENT WITH METROPOLITAN SYSTEMS, INC.,
AND KIWANIS CLUB OF LAKE CITY, FLORIDA, INC.
FOR THE PLACEMENT OF BENCHES UPON COUNTY RIGHT-OF-WAY**

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between COLUMBIA COUNTY, FLORIDA, a political subdivision of the state of Florida (herein "County"), whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055; METROPOLITAN SYSTEMS, INC., a corporation, whose mailing address is 1050 West Robinson Street, Orlando, Florida 32805, (herein "Service Company"); and KIWANIS CLUB OF LAKE CITY, FLORIDA, INC. (herein "Kiwanis Club").

RECITALS

A. It is everywhere recognized that physical rest is essential to well-being as well as welcomed by all people and the County has determined that the installation and presence of a public seating service to the unincorporated areas of the County would fulfill a collateral public transportation need and be of continuing benefit to the general traveling public and to others;

B. The County is charged with the public interest and, accordingly, as a proprietary function is desirous of having placed within its unincorporated areas, at points of pedestrian convenience or necessity, benches designed for comfortable seating in order that such benches may inure to the convenience and enjoyment of all;

C. Service Company is engaged in the manufacture and installation of benches that meet or exceed the County's desire to provide convenience and enjoyment to the people of Columbia County;

D. Kiwanis Club is desirous of sponsoring or co-sponsoring as a community project for the benefit and accommodation of the general public, the placement of benches at points of pedestrian convenience or necessity within the unincorporated County and, to that end, has entered into agreements with Service Company;

E. Service Company has offered to furnish benches and install them upon public areas within the unincorporated County subject to the terms, conditions and limitations of this agreement; and

F. County has determined that it is in the public interest and welfare to provide its citizens and the general public with benches for seating and comfort and is willing to grant Service Company and Kiwanis Club the right to place benches upon public space,

subject to the terms, conditions and limitations of this agreement.

NOW, THEREFORE, in consideration of the premises, and mutual covenants herein contained, Service Company, Kiwanis Club, and County agree as follows:

1. The above recitals are true and accurate and are incorporated herein and made a part of this agreement.
2. Service Company, its successors and assigns, shall install and at all times hereunder shall continue to furnish benches, as hereinafter provided, upon public space within the unincorporated County (as now constituted or hereafter enlarged) in a quantity sufficient, in the judgment of County reasonably exercised, to establish a public seating service within the County for the benefit of the general traveling public as well as for the benefit of others. The public seating service shall be without cost to County, however, in order to fund such service, Service Company, its successors and assigns, shall have the right to lease display space on said benches as hereinafter provided, for both public service and commercial messages.
3. Benches placed within the County, as herein provided, shall be governed by and subject to the following general criteria:
 - a. No bench shall be more than forty-three (43) inches high nor more than seventy-four (74) inches long nor more than twenty-eight (28) inches wide.
 - b. Construction shall be of concrete and wood or of equivalent materials.
 - c. Benches shall be placed at transit stops and/or at other points of pedestrian convenience or necessity and such placement shall be subject to the approval and review by the County so that no bench shall be permitted to cause a public sidewalk to be closed to pedestrian passage or to create a hazard or to otherwise be detrimental to the public safety.
 - d. No bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line shall be greater than forty-five degrees (45°) and no bench, unless otherwise authorized, may be placed so that it is closer than eighteen (18) inches to the face of the curb.
 - e. Not more than one (1) bench displaying a commercial message or intended for the display of a commercial message shall be permitted at a particular location.

- f. Display space shall be restricted to the backrest area of the bench and shall not be greater than six (6) feet in length and two (2) feet in height. No commercial message displayed thereon shall appear other than on the front or rear surface of such backrest area and no copy or designs may be of an immoral nature or otherwise violate community standards of decency. Neither may such copy or designs promote a product or service that is not lawfully available to minors unless such product or service is produced by the State. Should any message be deemed objectionable in the judgment of County reasonably exercised, then, upon notice to Service Company, such message shall forthwith be removed by Service Company.

Should any bench fail to conform to the above general criteria or should a property owner object to the presence of a bench abutting his property, then County may order Service Company to remove such bench and, that failing, may remove same at the expense of Service Company.

4. County shall reserve the right, upon notice to Service Company, to order the removal of any particular bench which County, in its judgment reasonably exercised, believes not to be located to the public benefit. Furthermore, County reserves the right to order removal or to remove any bench found to not be in compliance with the County's Land Development Regulations or any other County ordinance, state or federal law, or other regulation. Should Service Company fail to remove any bench after notice under this part, then County may remove same at the expense of Service Company.

5. At all times hereunder, the benches which are the subject of this agreement shall remain the property of Service Company and Service Company shall maintain said benches in a good and substantial state or repair. At all times hereunder the land upon which the benches are placed shall not be in the legal possession or control of Service Company, but shall only be subject to the necessary installation and maintenance of the benches.

6. Service Company shall at all times hereunder maintain public liability insurance and shall provide County with a Certificate of Insurance as evidence of same; the insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for individual injury and One Million Dollars (\$1,000,000.00) for more than one injury resulting from one accident and One Hundred Thousand Dollars (\$100,000.00) for property damage and if and when such minimum amounts become deficient, in the

judgment of County reasonably exercised, then such amounts shall be appropriately increased upon the written request of County. Further, Service Company shall indemnify and save harmless County from and against all claims, losses, and expenses, including court costs and reasonable attorney's fees, arising out of or resulting from any wrongful or negligence act on the part of Service Company, its agents, representatives and employees in the installation and maintenance of benches hereunder. County shall be named an additional insured under general public liability policies.

7. It is intended that the program for the placement and continued maintenance of benches established by this agreement be quasi-commercial in nature, accordingly, such program shall be sponsored or co-sponsored by Kiwanis Club, however, notwithstanding anything herein to the contrary, such sponsorship shall be the Kiwanis Club's only right and obligation hereunder. The benches shall be referred to as the "Kiwanis Club's Benches". Should the Kiwanis Club at any time and for any reason be compelled to withdraw as sponsors of the public seating service established by the acceptance of this program by County so as to leave no sponsoring organization for such program, then Service Company shall, within a reasonable time thereafter, join with another civic, service or charitable organization or organizations as sponsor of such service and County shall be notified of such sponsorship.

8. Service Company shall file with County a copy of each lease or rental agreement it enters into with any person or entity for display space on any bench and covenants with County to abide by and comply with all of the terms and conditions of all such leases or rental agreements.

9. In the event that this agreement is terminated by County because of Service Company's default, Service Company agrees to refund to each person or entity with whom Service Company has a display space lease any and all prepaid rent from and after the termination date.

10. Should Service Company be found to be in default of any of the conditions herein, it shall be given notice in writing and a reasonable time, not to exceed thirty (30) days, to correct same. In the event that Service Company should fail to correct such default within a reasonable time after receipt of notice of same, County may, at its option, terminate the rights and obligations created by the acceptance of this proposal upon the giving of ninety (90) days notice in writing to Kiwanis Club and to Service Company. Should such termination duly occur, or should the rights and obligations to provide public seating as set forth herein cease for any other reason, then Service Company shall be allowed an additional six (6) month period to remove its benches.

11. Where notice to Service Company and/or to Kiwanis Club is required or otherwise given pursuant to the agreement created by the acceptance of this proposal by County, it shall be in writing, sent by registered or certified mail, to the relevant principal office(s) with return receipt(s) requested.

12. It is expressly understood and agreed that the rights and obligations created by this agreement shall remain in full force and effect for a period of twelve (12) years from its effective date.

13. Should any one or more of the provisions hereof be found invalid or unenforceable by a court of competent jurisdiction then such provision or provisions shall be null and void and shall be deemed severed from the whole and such finding shall be without effect upon the remaining provisions which remaining provisions shall continue in full force and effect provided that the rights and obligations of the parties contained herein are not materially prejudiced and that the intentions of the parties continue to be effective.

14. This agreement supersedes all prior negotiations, understandings, representations or agreements between the parties hereto, whether written or oral, with respect to the subject matter contained herein and with respect to the area intended hereunder.

15. The effective date of the agreement shall be the date it is executed by the last of County, Service Company and Kiwanis Club. Time shall be of the essence of such agreement and the rights and privileges created under the agreement shall be exclusive. Further, such agreement may be enforced by specific performance.

16. The installation of benches at transit stops as herein provided shall be in cooperation with the transit system, if any, authorized to provide service within the County.

17. Should County desire to have transit shelters installed at designated transit stops which shelters are to be funded by the display of commercial messages, Kiwanis Club, together with Service Company, shall have the right of first refusal for the installation and operation of such shelters, together with the display space thereon.

18. In the event of default by either party under the terms of this agreement, the defaulting party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this contract, including attorneys' fees.

19. Without waiver of their respective rights as to any public records request, Service Company and Kiwanis Club acknowledge that they may be specifically bound by and comply with the provisions of Section 119.0701, Florida Statutes, adopted and created by the Florida Legislature effective July 1, 2013, relating to retention and production of public records.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate or other proper names by the persons duly authorized to sign in their behalf.

Signed, sealed and delivered
in the presence of:

Witness

(print/type name)

_____(SEAL)
RONALD WILLIAMS
Chairman

Witness

(print/type name)
Witnesses as to County

ATTEST: _____
P. Dewitt Cason
Clerk of Court

"COUNTY"

Date executed by County: _____

Signed, sealed and delivered
in the presence of:

Witness

(print/type name)

Witness

(print/type name)
Witnesses as to Service Company

Signed, sealed and delivered
in the presence of:

Witness

(print/type name)

Witness

(print/type name)
Witnesses as to Kiwanis Club

METROPOLITAN SYSTEMS, INC.

By: _____
Name: _____
Title: President

ATTEST: _____
Name: _____
Title: _____

"SERVICE COMPANY"

Date executed by
Service Company: _____

KIWANIS CLUB OF LAKE CITY,
FLORIDA, INC.

By: _____
Name: _____
Title: _____

ATTEST: _____
Name: _____
Title: _____

"KIWANIS CLUB"

Date executed by
Kiwanis Club: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
MARLIN FEAGLE, County Attorney

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

11

AGENDA ITEM REQUEST FORM

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

Today's Date: 07-08-2014

Meeting Date: 07-16-2014

Name: Ben Scott

Department: BCC ADMIN

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY SCHOOL DISTRICT
TO ALLOW FOR THE USE OF BOARD OWNED EQUIPMENT AS REQUESTED AT PRIOR BOARD MEETING

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?
- N/A
 - Yes Account No. _____
 - No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

For Use of County Manger Only:

- Consent Item
- Discussion Item

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA AND
COLUMBIA COUNTY SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 2014, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein "County"), and the **COLUMBIA COUNTY SCHOOL DISTRICT**, whose mailing address is 372 West Duval Street, Lake City, Florida 32055, (herein "District"), all of the foregoing may be collectively called "the parties," and pursuant to Section 163.01, Florida Statutes, the parties agree as follows:

RECITALS

- A. County is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), *Florida Constitution*.
- B. County has been given its home rule powers by the *Florida Constitution*, Section 125.01, Florida Statutes, and other provisions of Florida Law.
- C. District is a school board district of the State of Florida.
- D. District is empowered to provide recreational facilities, including those described herein, within the District.
- E. The parties desire to work together to provide recreational facilities within Columbia County, Florida, for students and citizens of the County and District.
- F. County and District each find that coordination and cooperation in the area of providing recreational facilities, including those described herein is prudent and efficient, as well as necessary to achieving their mutual goals in providing for the residents and citizens of Columbia County.
- G. The parties have reached an agreement between them as to a way and method to reach their mutual goals and wish to finalize such agreement by memorializing it in writing and thereby creating a legally enforceable obligation for both parties.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. From time-to-time the County and District have needs for specialized equipment that is owned by the other party.
3. From time-to-time the County and District have needs for specialized personnel employed by the other party.
4. The County and District agree that it is in the best interest of the citizens of Columbia County to loan specialized equipment and/or personnel from time-to-time to make various repairs and/or improvements to facilities owned by the County or District.
5. Upon loan of the equipment the County and District shall ensure the equipment is properly repaired and maintained and operated only by qualified operators for which the County and District shall assume full responsibility and liability therefore.
6. This Agreement shall become effective immediately after it has been executed by all parties, and the Agreement filed with the Clerk of the Circuit Court in Columbia County, Florida, pursuant to Section 163.01(11), Florida Statutes, (herein "effective date).
7. The term of this Agreement shall run from the effective date of the Agreement until cancelled by either party.
8. No portion of this Agreement may be terminated, cancelled, amended, revoked or abandoned except through a written agreement executed by the parties with the same formalities as this Agreement.
9. The provisions of this Agreement are for the sole and exclusive benefit of the County, the District, and the residents and citizens of Columbia County, and no provision of this Agreement shall be deemed for the benefit of other persons or entities except by or through the County or District.
10. Any and all notices, requests, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, or by registered mail posted prior to the expiration date of such notice, return receipt requested and first class postage prepaid, as follows:

To the County: County Manager Post Office Box 1529
Lake City, Florida 32056-1529

To the District: Columbia County School District 372 West Duval St.
Lake City, Florida 32055.

11. This Agreement will be governed and construed and enforced in accordance with the laws of the State of Florida.

12. Notwithstanding anything else herein to the contrary, nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

EXECUTED by the County on this _____ day of _____, 2014.

COLUMBIA COUNTY, FLORIDA

By: _____
Ronald W. Williams, Chairman
Board of County Commissioners

ATTEST: _____
P. DeWitt Cason, Clerk of Courts (**SEAL**)

EXECUTED by the District this _____ day of _____, 2014.

COLUMBIA COUNTY SCHOOL DISTRICT

By: _____
Print: _____
Title: _____

RECEIVED
JUN 25 2014
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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY
Board of County Commissioners
Columbia County

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 6-25-14 Meeting Date: 7-17-14

Name: Kevin Kieby Department: Operations

Division Managers Signature [Signature]

1. Nature and purpose of agenda item: Approve FDOT Construction & MAINT. Agreement # 432655 -1-52-01 & PASS Resolution Attached.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

For Use of County Manger Only:

Consent Item Discussion Item

1.
CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Columbia County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Columbia County, Florida, owned by the Agency and more particularly described as Columbia County Various Signing & Pavement Markings, as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to signing and pavement markings, as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

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

3. ACCESS

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

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

8. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local, Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

9. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

10. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

11. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

12. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

14. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Aaron Trippensee, P.E., Lake City Maintenance Engineer
710 N.W. Lake Jeffery Road
Lake City, Florida 32055

Agency: Dale Williams, Columbia County Manager
Post Office Drawer 1529
Lake City, Florida 32056

15. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

16. INITIAL DETERMINATION OF DISPUTES

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

17. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

18. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

19. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

20. THIRD PARTY BENEFICIARIES

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

21. VOLUNTARY EXECUTION OF AGREEMENT

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

22. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

23. EXECUTION OF DOCUMENTS

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

24. SUFFICIENCY OF CONSIDERATION

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

25. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

26. INTERPRETATION

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

27. CAPTIONS

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

28. SEVERANCE

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

29. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

30. MODIFICATION OF AGREEMENT

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

31. ANNUAL APPROPRIATION / FUNDING

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

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

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eleven (11) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

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

Columbia County

Attest:

By: *[Signature]*

By: _____

Printed Name: OPERATIONS MANAGER

Printed Name: _____

Title: KENN RIASY

Title: _____

Date: 06-25-14

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

EXHIBIT "A"

(PROPERTY DESCRIPTION)

County Road 18 from US 27 to the Union County line

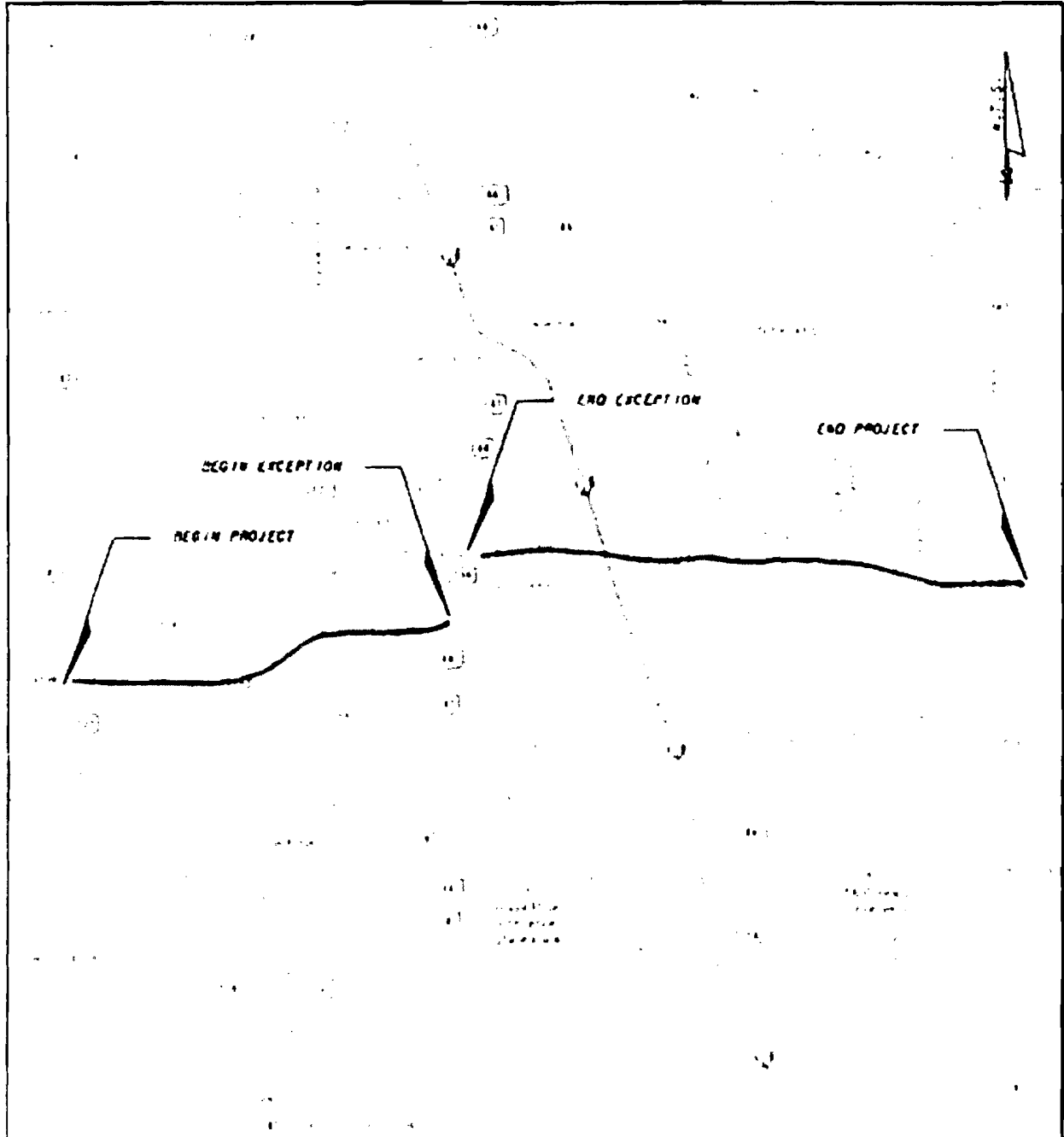


EXHIBIT "A" cont.

County Road 240 from SR 247 to US 41

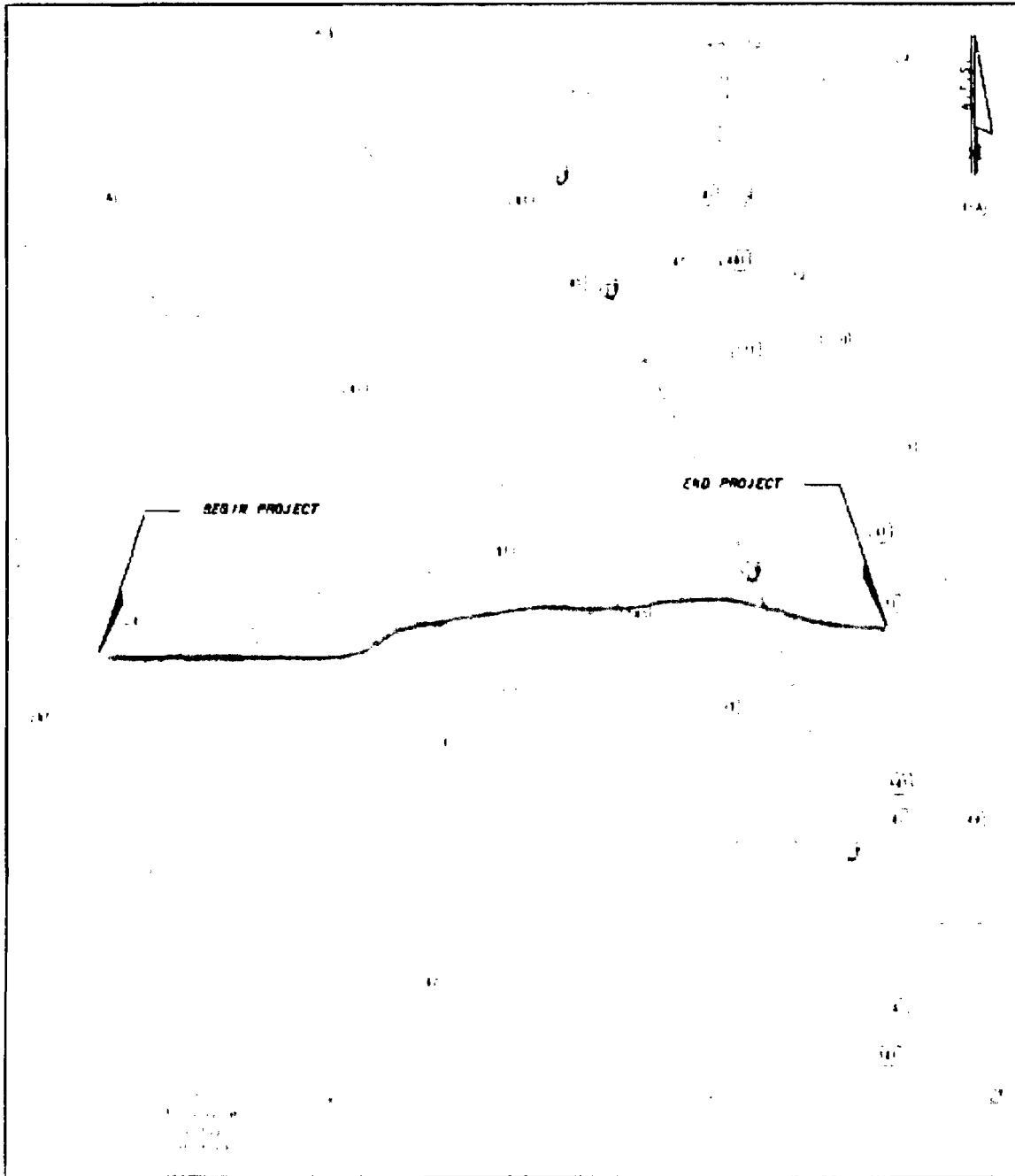


EXHIBIT "A" cont.

County Road 252 from the Suwannee County line to CR 252B

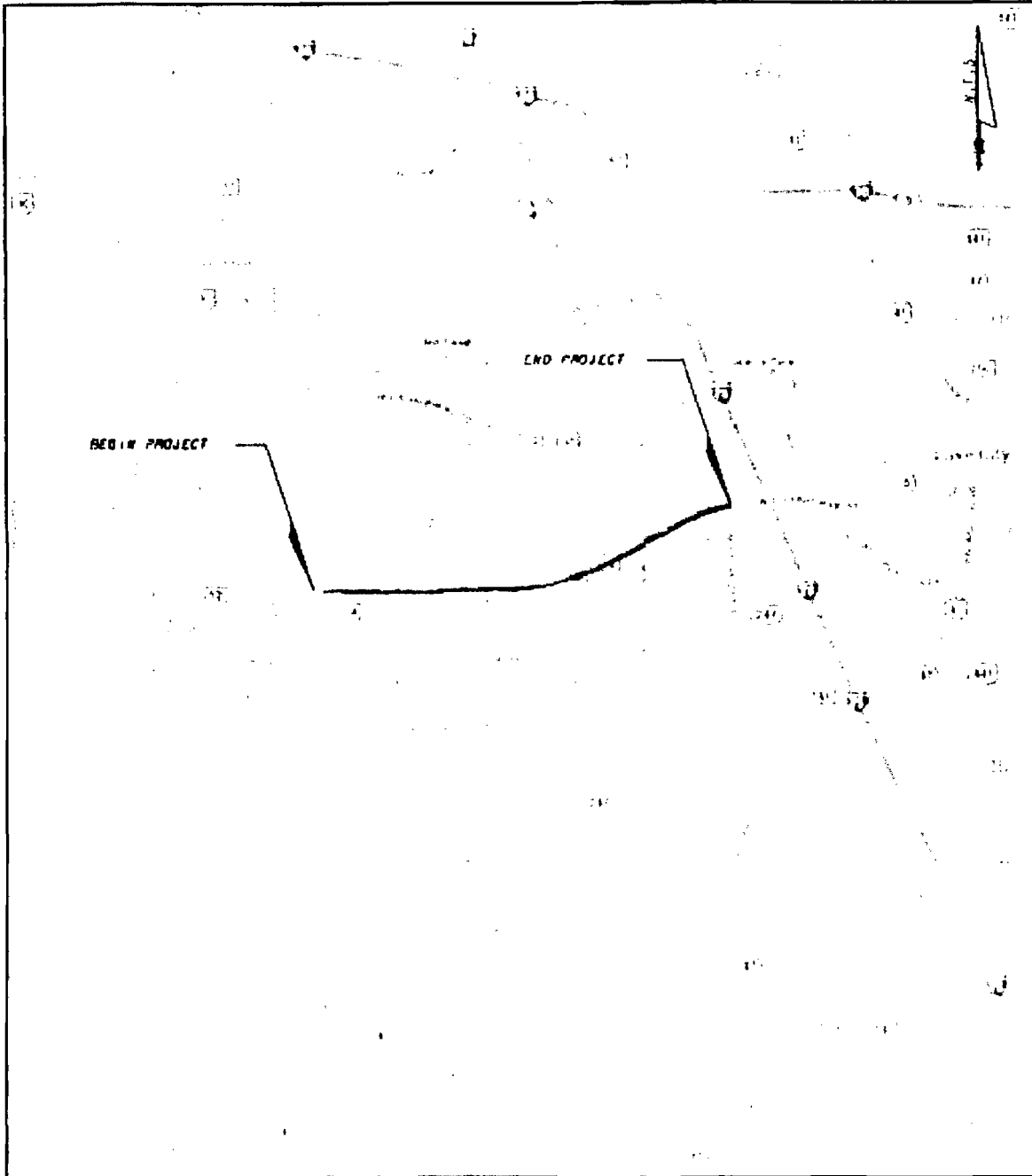
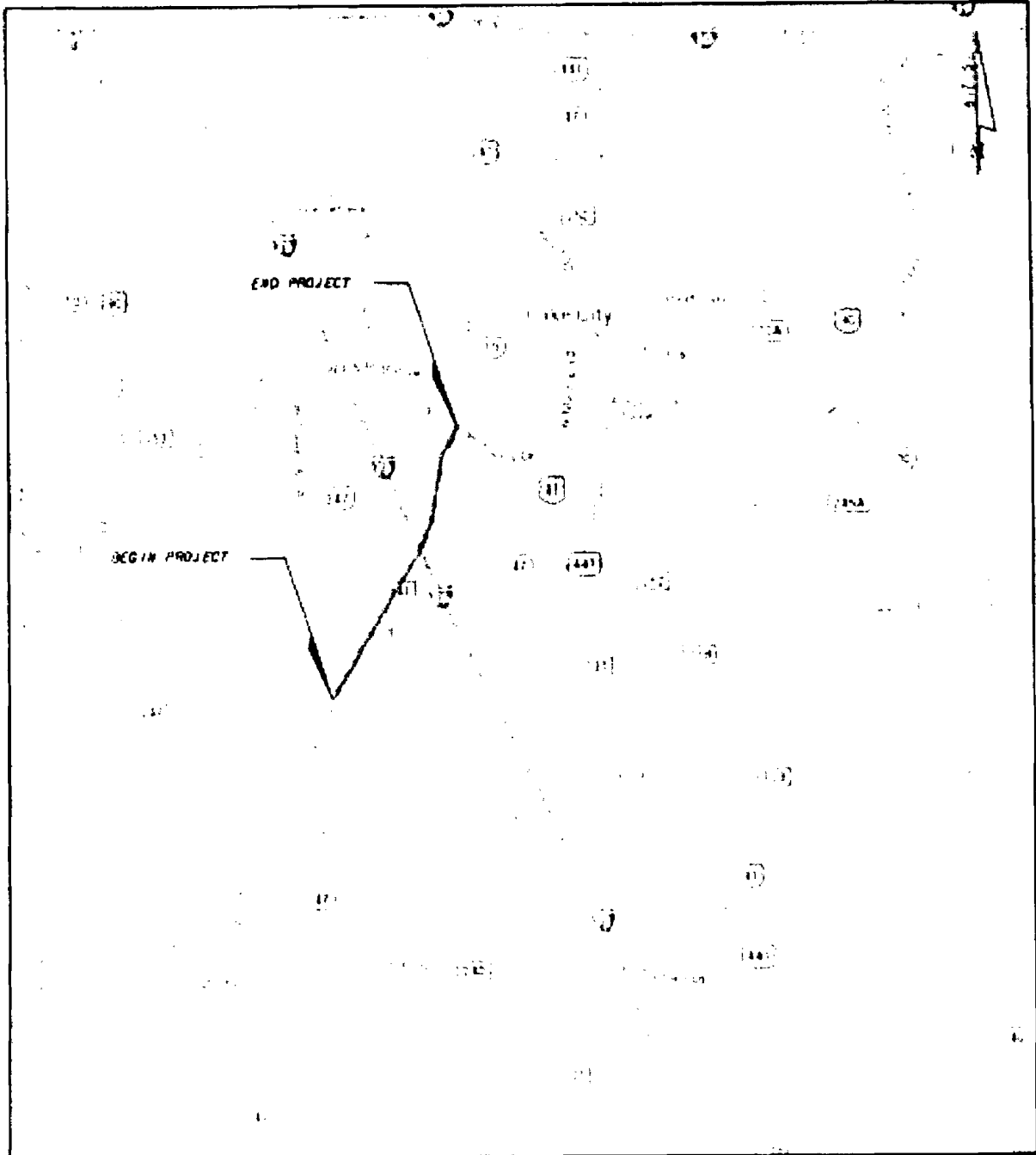


EXHIBIT "A" cont.

County Road 341 from CR 242 to SW Bascom Norris Drive



Financial Project Id. No. 432655-1-52-01
Federal Id. No. (if applicable)
Project Description: Columbia County Various Signing & Pavement Markings
Off System Department Construct Agency Maintain

EXHIBIT "B"

(RESOLUTION)

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2014R-15**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, CONSTRUCTION AND MAINTENANCE
AGREEMENT WITH COLUMBIA COUNTY, FLORIDA TO
INSTALL SIGNAGE AND PAVEMENT MARKINGS IN VARIOUS
PLACES PER ATTACHED EXHIBIT "A", IN COLUMBIA
COUNTY, FLORIDA.**

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

WHEREAS, Columbia County believes it is in the best interest to facilitate the Installation of signage and pavement markings in various places per attached exhibit "A" in Columbia County Florida, and to enter into a Construction and Maintenance Agreement for Financial Project ID No. 432655-1-52-01.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Construction and Maintenance Agreement as to Financial Project ID No. 432655-1-52-01, a copy of which is attached hereto and made a part hereof.

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

UNANIMOUSLY PASSED AND ADOPTED by the Board of County Commissioners of Columbia County, Florida, at its regular session on JULY 17, 2014.

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

**BY: _____
RONALD WILLIAMS, CHAIRMAN**

**ATTEST: _____
P. DEWITT CASON, CLERK OF COURT**

(SEAL)

Financial Project Id. No. 432655-1 52 01
Federal Id. No. (if applicable)
Project Description: Columbia County Various Signing & Pavement Markings
Off System Department Construct Agency Maintain

EXHIBIT "A"

(PROPERTY DESCRIPTION)

County Road 18 from US 27 to the Union County line

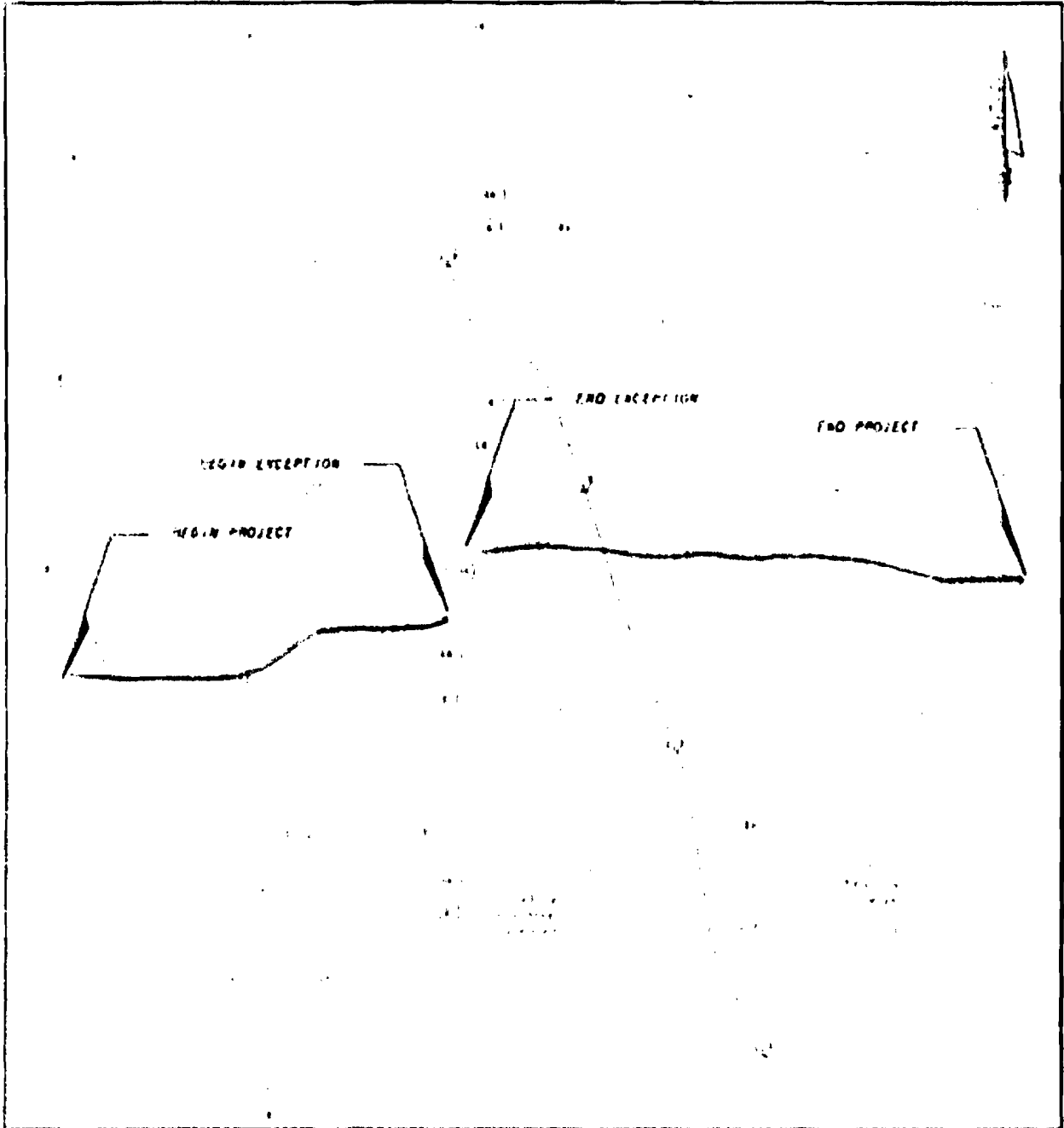


EXHIBIT "A" cont.

County Road 240 from SR 247 to US 41

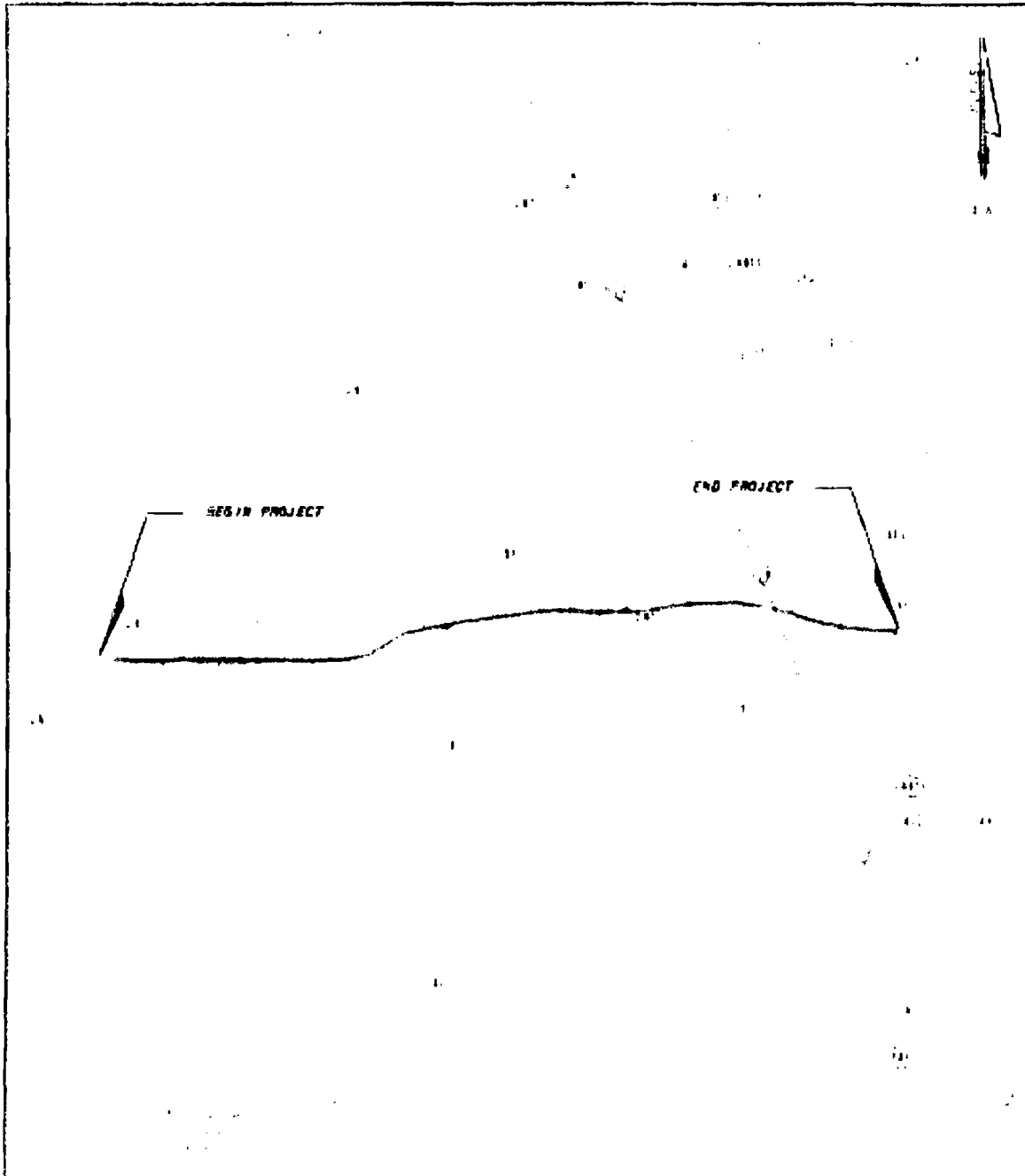
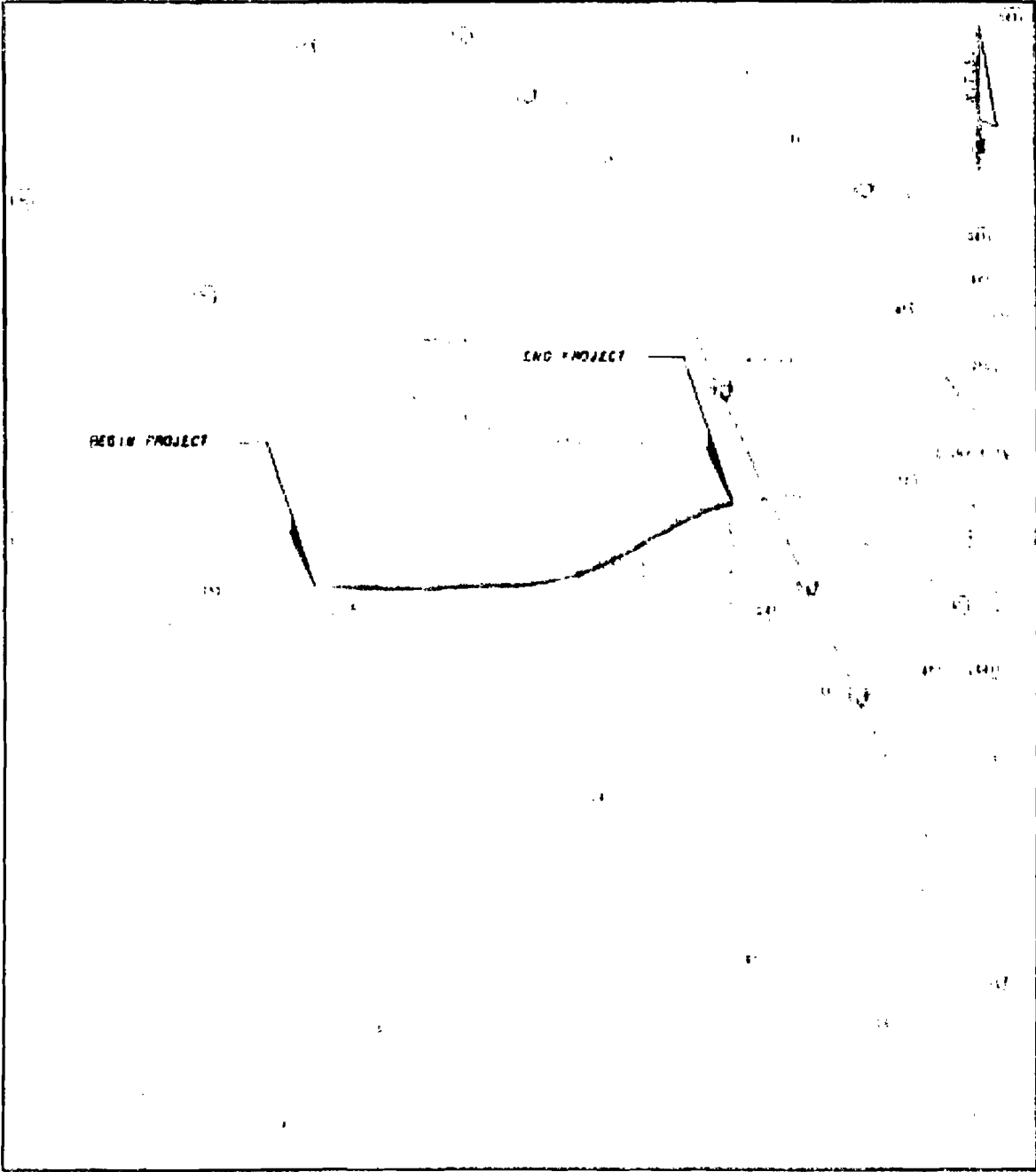


EXHIBIT "A" cont.

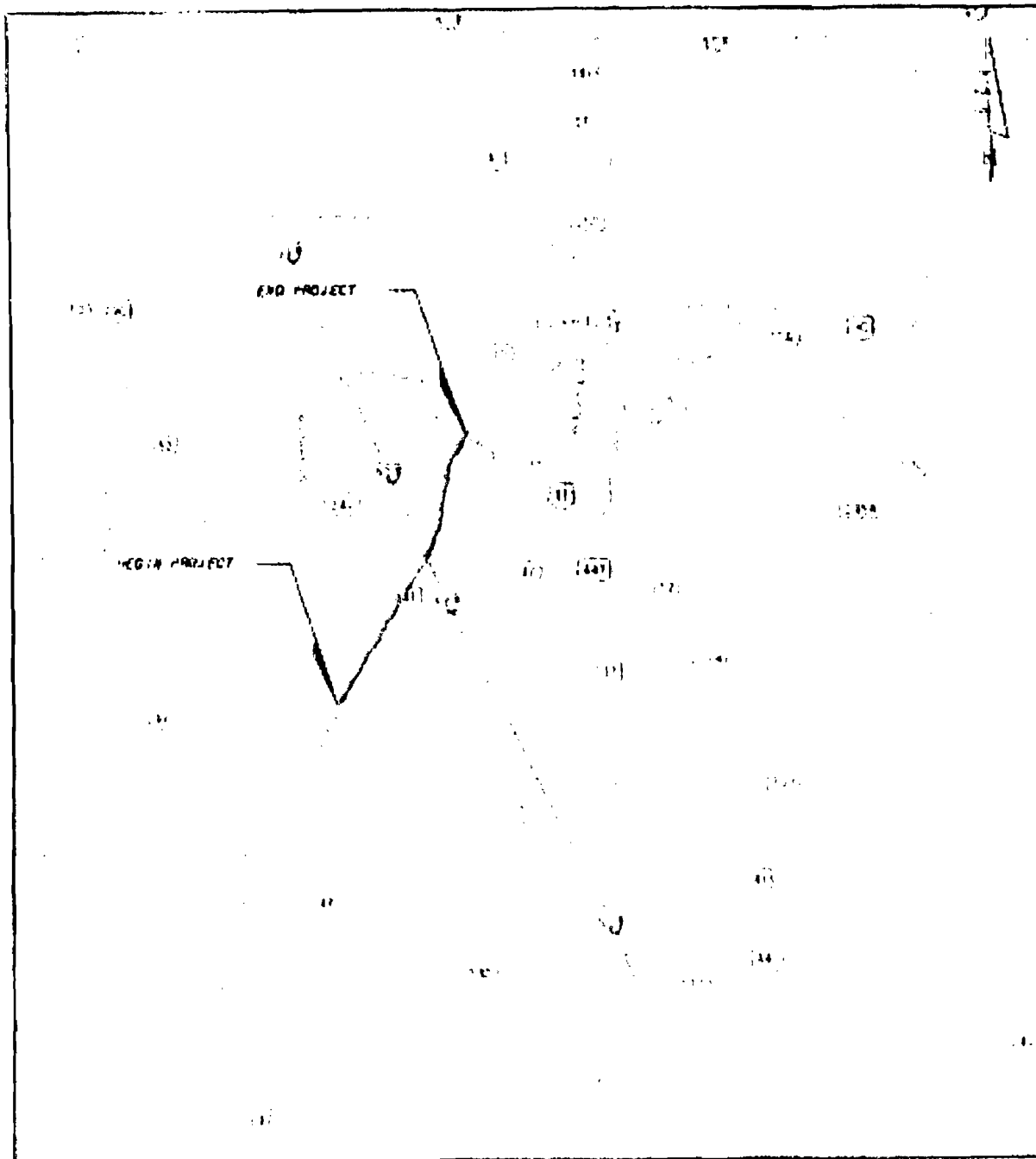
County Road 252 from the Suwannee County line to CR 252B



Financial Project Id. No. 432655-1 52-01
Federal Id. No. (if applicable)
Project Description: Columbia County Various Signing & Pavement Markings
Off System Department Construct Agency Maintain

EXHIBIT "A" cont.

County Road 341 from CR 242 to SW Bascom Norris Drive



RECEIVED

JUL 9 2014 13

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Board of County Commissioners
Columbia County

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7-3-14

Meeting Date: 7-17-14

Name: Kevin Kirby

Department: Operations

Division Managers Signature [Signature]

1. Nature and purpose of agenda item: Renewal of contract with Darabi's Assoc., Inc. No changes from contract dated 8-31-11.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item Discussion Item

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2014, between **DARABI AND ASSOCIATES, INC.**, whose mailing address is 4140 NW 37TH Place Suite A Gainesville, FL 32606 hereinafter referred to as “Engineer;” and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as “County.”

RECITALS

WHEREAS, Engineer is a Florida licensed professional engineer properly registered in the State of Florida to provide such services, including consulting, design and other engineering services; and

WHEREAS, County desires to retain the services of Engineer to accomplish a wide range of engineering, technical, management, consulting, and administrative services to assist bringing to completion as expeditiously as possible various projects as determined by the County Manager; and

WHEREAS, Engineer will be an independent contractor, but paid on an hourly basis, or on a lump sum basis per project within the agreed upon rate structure, for the services rendered to County. No benefits will be provided to Engineer and no payroll or other taxes withheld as Engineer is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. The foregoing recitals are true and correct.
2. Engineer agrees to perform professional engineering services for the County, including but not limited to those services described in the Scope of Services in RFQ 2011-C, attached hereto and incorporated herein by reference, and such other tasks as may be specifically assigned to the Engineer and accepted by the Engineer as may be directed by the County Manager.
3. The County’s responsibilities in connection with the work are as follows:

- (a) provide to the Engineer available information, reports and other data in possession or available to the County to assist Engineer in performing his tasks herein described;
- (b) designate a person to act as County's representative with respect to the work to be performed under this agreement;
- (c) upon proper billing to the County, pay Engineer the agreed hourly rates as per Exhibit "1" attached hereto and incorporated herein by reference for services performed. The parties acknowledge no additional benefits will be provided by the County to the Engineer, and Engineer shall be responsible for all payroll tax and other withholding as to Engineer and/or Engineer's employees or representatives; and

4. The responsibilities of Engineer in connection with the work are as follows:

- (a) Engineer shall be an independent contract and not an employee of the County;
- (b) Engineer shall not perform any work outside the scope of services described herein without prior written authorization from the County, and any such additional work shall be reimbursed at the rates as per Exhibit "1" attached hereto and incorporated herein by reference.
- (c) Engineer shall perform all the work and services described herein, and shall not be authorized to subcontract any of the work without the prior written authorization from the County;
- (d) during the term of this Agreement, Engineer will maintain his status as a properly licensed engineer in the State of Florida; and
- (e) Engineer will maintain during the term of this agreement the following insurance coverage:
 - Comprehensive General Liability for a minimum limit of \$2,000,000 per occurrence on an occurrence policy form, and property damage liability for a limit of \$1,000,000 per occurrence.

- Professional Liability for \$1,000,000.
- Comprehensive Auto Liability for a minimum limit of \$1,000,000 per occurrence.
- Workers Compensation coverage in the statutory amounts for the prime firm and each partner or subconsultant firm.

5. Engineer shall provide the County with the original and minimum of two (2) additional copies of documents, drawings and data summaries and such additional copies as the County may request at the County's expense for the reproduction of such documents. The original of such documents are produced for the benefit of the County and shall be the County's property, except the County agrees it will not sell or improperly publish or display the documents in any manner. The County shall be allowed to use and reproduce the documents for its own use without further consent of the Engineer and without further compensation to the Engineer provided, however, that such use and reproduction shall be without liability to the Engineer and at the sole risk of the County.

6. The County agrees to pay the Engineer in a timely manner within thirty (30) days of submission of properly completed, documented, and signed invoices from the Engineer to the County.

7. Engineer, at his own expense, indemnifies, defends and holds harmless the County from any against any and all claims arising out of or relating to personal injury (including death), or property damage which is caused by any negligent act, error or omission or willful misconduct of Engineer, his employees or subcontractors.

8. This agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of three years provided either party may terminate this agreement with written notice to the other effective immediately if the other party is in material breach of this agreement and, in the case of a breach capable of remedy, fails to cure the breach within thirty (30) days of receiving written notice of the breach. Either party may cancel this agreement upon thirty (30) days prior written notice to the other party without cause. This agreement may be extended annually upon mutual written agreement of the parties.

9. This agreement shall be governed and interpreted in accordance with the

laws of the State of Florida and Columbia County, Florida shall be the sole and exclusive venue for any legal action between the parties.

10. In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

DARABI AND ASSOCIATES, INC.

Witness

By: _____

Print or type name

Print: _____

Witness

(SEAL)

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by **FRANK DARABI**, as president of **DARABI AND ASSOCIATES, INC.**, who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

By: _____
Ronald Williams

Print or type name

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

Witness

Print or type name

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by **Ronald Williams**, as Chairperson, and **P. DEWITT CASON**, as Clerk of Courts, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who are personally known to me.

Notary Public, State of Florida

**(NOTARIAL
SEAL)**

My Commission Expires:

Exhibit " 1" Page 1 of 2
DARABI AND ASSOCIATES, INC.

(1) Staff Costs

Staff costs shall be invoiced at the following standard billing rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal / Senior Engineer	\$187.00
Senior Project Manager	\$165.00
Project Manager	\$145.00
Scientist I	\$ 90.00
Scientist II	\$ 95.00
Geologist	\$115.00
Accountant	\$ 90.00
Technician III	\$ 70.00
CAD Tech	\$ 75.00

(2) Reimbursable Expenses

Expenses incurred, such as surveying, soil borings, subcontractors/sub -consultants, are to be charged at direct cost plus 15 percent.

Expenses incurred, such as travel, lodging, meals, printing, binding, drafting materials, and miscellaneous are to be charged at direct cost plus 10 percent

14

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7-8-14

Meeting Date: 7-17-14

Name: Kevin Kirby

Department: Operations

Division Managers Signature [Signature]

1. Nature and purpose of agenda item: Approve FDOT Construction's Maint. Agreement for bridge replacement of # 290044 on CR 241 over Olustee Creek.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: -

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item Discussion Item

1.

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Columbia County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Columbia County, Florida, owned by the Agency and more particularly described as CR 241 over Olustee Creek Bridge No. 290044, as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to bridge replacement of bridge #290044 on CR 241 over Olustee Creek, as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

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

3. ACCESS

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

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

8. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

9. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

10. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

11. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

12. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

14. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Mr. Aaron Trippensee
Lake City Operations Center
710 N.W. Lake Jeffery Road
Lake City, Florida 32055

Agency: Mr. Dale Williams, County Manager
Post Office Box 1529
Lake City, Florida 32056

15. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

16. INITIAL DETERMINATION OF DISPUTES

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

17. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

18. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

19. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

20. THIRD PARTY BENEFICIARIES

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

21. VOLUNTARY EXECUTION OF AGREEMENT

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

22. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

23. EXECUTION OF DOCUMENTS

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

24. SUFFICIENCY OF CONSIDERATION

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

25. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

26. INTERPRETATION

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

27. CAPTIONS

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

28. SEVERANCE

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

29. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

30. MODIFICATION OF AGREEMENT

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

31. ANNUAL APPROPRIATION / FUNDING

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

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

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Columbia County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

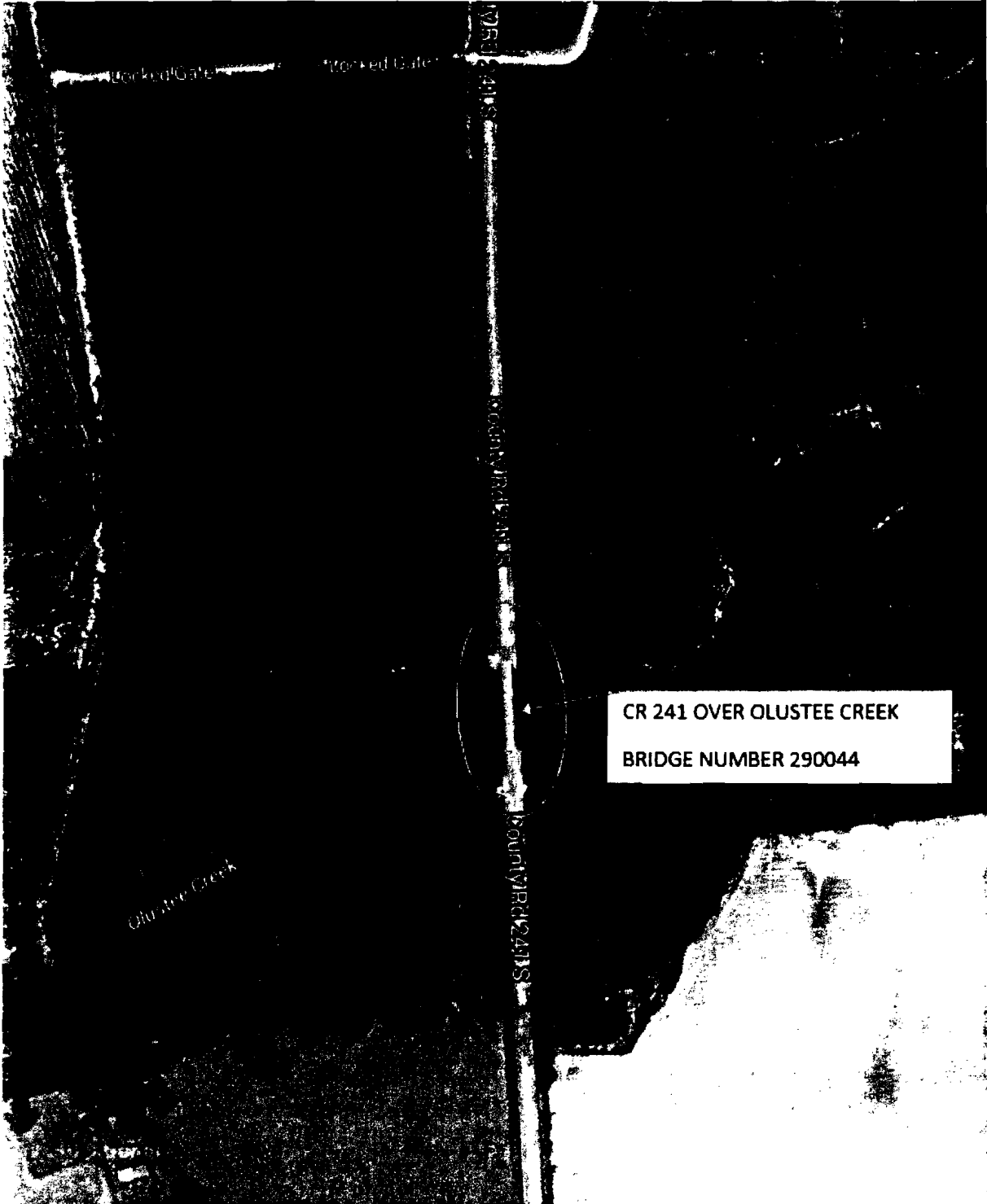
By: _____

Legal Counsel for Agency

EXHIBIT "A"

(PROPERTY DESCRIPTION)

Bridge replacement of bridge #290044 on CR 241 over Olustee Creek



Financial Project Id. No. 211663-1-52-01
Federal Id. No. 00B2-052-B
Project Description: CR 241 over Olustee Creek Bridge No. 290044
Off System Department Construct Agency Maintain

EXHIBIT "B"

1.

(RESOLUTION)

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2014R-12**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, CONSTRUCTION AND MAINTENANCE
AGREEMENT WITH COLUMBIA COUNTY, FLORIDA TO
CONSTRUCT/IMPROVE BRIDGE #290044 ON CR 241 OVER
OLUSTEE CREEK IN COLUMBIA COUNTY, FLORIDA.**

WHEREAS, Columbia County has the authority to enter into a Construction and Maintenance Agreement with the State of Florida, Department of Transportation, (“Department”); and **WHEREAS**, Columbia County believes it is in the best interest to facilitate the bridge replacement of Bridge #290044 on CR 241 over Olustee Creek in Columbia County Florida.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Construction and Maintenance Agreement as to Financial Project ID No. 211663-1-52-01, a copy of which is attached hereto and made a part hereof.

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

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

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

BY: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

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BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: July 8, 2014

Meeting Date: July 17, 2014

Name: David Kraus, Safety Manager

Department: Emergency Management

Division Manager's Signature: 

1. Nature and purpose of agenda item: To approve a contract with Disaster Resistant Communities Group to design and conduct an Emergency Management training exercise for \$9,500 under the State Homeland Security Grant Program.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item [] Discussion Item

1.

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: July 8, 2014

RE: Contract to Conduct Exercise - SHSGP

On February 6, 2014, the Columbia County Board of County Commissioners accepted the State Homeland Security Grant Program (SHSGP) for \$10,900 to conduct the annual Emergency Management training exercise. On May 1, 2014 we received a fully executed copy of the grant agreement from the State. In the past, the County hired The Management Experts of Tallahassee, Florida to conduct our SHSGP training exercises.

The Emergency Management Department received quotes from qualified firms to design and conduct the training exercise:

The Management Experts, Tallahassee, Florida	\$10,900
Blue Skies Professional Services, Lake Panasoffkee, Florida	\$10,895
Trident Consulting Group, Ocala, Florida	\$10,900
Disaster Resistant Communities Group, Tallahassee, Florida	\$ 9,500

Shayne Morgan reviewed all four proposals and checked references. We recommend the Columbia County Board of County Commissioners award the contract to the lowest bidder, Disaster Resistant Communities Group of Tallahassee, Florida for \$9,500.

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BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: July 8, 2014

Meeting Date: July 17, 2014

Name: David Kraus, Safety Manager

Department: Emergency Management

Division Manager's Signature:  _____

1. Nature and purpose of agenda item: To award the Update to the Local Mitigation Strategy (LMS) to The Management Experts for \$5,500.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. EMPA/EMPG Funds - Included in 2015 Budget

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item [] Discussion Item

1.

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: July 8, 2014

RE: LMS Update

Every 5 years the County is required by the Division of Emergency Management to update the Local Mitigation Strategy (LMS), also known as the Local Hazard Mitigation Plan. These revisions need to be submitted to the State six months prior to the plan's expiration date. Columbia County's LMS plan will expire in December 2015. A current updated LMS plan is required before a County can receive FEMA grant funding under the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation program (PDM) and the Flood Mitigation Assistance program (FMA). Arcadis assisted the County in the preparation of the County's current LMS.

The State Division of Emergency Management provided funding for the creation of the LMS but is not providing monies for the LMS update. The Emergency Management Department will fund the LMS update from the EMPA and EMPG grants the County annually receives from the State.

The Department received three quotes for the LMS update:

Arcadis	\$23,000
North Florida Professional Services Inc.	\$18,200
The Management Experts	\$ 5,500

The wide spread in the quotes originally concerned the Department. Each of the firms has experience working with Columbia County Emergency Management. The Department is looking to update to the current LMS in accordance with State requirements and does not desire to redo the entire hazard mitigation planning process. The low bid is from a small three person shop with low overhead. Additionally, The Management Experts are former DEM employees with direct knowledge in Hazard Mitigation Planning. We recommend that the Columbia County Board of County Commissioners award the LMS update to the low quote, The Management Experts.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

June 16, 2014

Mr. Shayne Morgan
Columbia County Local Mitigation Strategy Chair
263 Northwest Lake City Avenue
Lake City, FL 32055

Re: Local Hazard Mitigation Plan – Eighteen Month Expiration Notification

Dear Mr. Shayne Morgan:

This correspondence serves as a reminder that the Hazard Mitigation Plan's initial approval granted by the Federal Emergency Management Agency (FEMA) for Columbia County will expire in December 2015. FEMA requires that all Hazard Mitigation plans must be reviewed and updated as appropriate, and resubmitted to FEMA for approval within five (5) years.

As you are aware, based on hazard mitigation assistance program regulations and guidance, local governments must have a FEMA approved hazard mitigation plan in order to apply for and/or receive project grants under the following mitigation grant programs administered by FEMA:

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)

FEMA will not make any obligation of funds for grant projects located in jurisdictions where the plan has lapsed. The period of a lapsed plan is defined as beginning on the first day after the mitigation plan expires and ending on the last date before the updated plan is approved. Project grants obligated under any of these programs prior to the expiration of a FEMA-approved mitigation plan are not affected by this policy and will continue to be administered under the terms of the grant award. The requirement is that a local government or Indian tribal government must also have a FEMA-approved plan at the time it receives such a grant.

In order to allow adequate time for our office to conduct a complete formal review, please ensure that the entire plan draft is submitted no later than six months prior to the existing plan expiration date. Please be reminded that your mitigation plan will expire in December 2015.

Mr. Shayne Morgan
June 16, 2014
Page two

Our mitigation planning unit has initiated contact with your LMS working group in an effort to provide technical assistance throughout the plan update process. We look forward to a review of your final draft sometime during June 2015. If you have any questions regarding this matter, please contact Michael Wallick at 850-922-0325 or Michael.Wallick@em.myflorida.com.

Respectfully,

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/mw

Attachments: Local Mitigation Strategy (LMS) Plan Review Process



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

Local Mitigation Strategy (LMS) Plan Review Process

Updated LMS plans must be submitted to the Florida Division of Emergency Management (FDEM) no later than six months prior to the plan expiration date. Plans that are submitted later than this timeframe will be reviewed in the order they were received after timely submissions have been attended to. FDEM will attempt to complete reviews within 30 days whenever possible. The official submittal shall consist of:

- Electronic copy (Excel version) of the Florida LMS Review Tool, completed as described in the instructions
- Electronic copy (CD or uploaded to SharePoint) of the plan document(s) to be reviewed

The submitted plan document is considered a DRAFT until a FEMA approval letter is issued. Mailed plan submittals should be addressed to:

Miles E. Anderson
State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Attn: Mitigation Planning Unit

The LMS working group must notify their state LMS liaison (via email or phone call) that their plan has been mailed or has been uploaded to the SharePoint site. County Emergency Management Directors will receive the SharePoint log-in information for their County.

The assigned state mitigation planner will provide a confirmation of receipt to the LMS chairperson as soon as it is received. Upon completion of the review (within 30 days if possible), the state mitigation planner will inform the LMS chairperson that the plan is:

- a. Approved Pending Adoption (APA)
OR
- b. In need of revision. In this case, the plan must be revised and resubmitted to FDEM within 30 days of notification.

Once the plan reaches the "Approved Pending Adoption" phase, at least one participating jurisdiction must resolve to adopt the plan within one year. Ideally all jurisdictions will adopt the plan within one year. A copy of all resolutions to adopt must be submitted to FDEM for transmittal to FEMA.

17

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: July 8, 2014

Meeting Date: July 17, 2014

Name: David Kraus, Safety Manager

Department: Fire/EMS/911

Division Manager's Signature: 

1. Nature and purpose of agenda item: To approve contract agreement for Medical Director with Dr. Kim Landry, MD, PA

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. 102.2200.522.3034

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item [] Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Jeff Crawford, Assistant Fire Chief
Date: July 8, 2014
RE: Medical Director Agreement

We request approval of a revised Medical Director Agreement with Dr. Kim Landry MD, PA. Each year, we review and approved an agreement for Dr. Landry to provide the medical oversight to the emergency medical services provided by Columbia County. We have reviewed this agreement with Dr. Landry and the County Attorney, Marlin Feagle and have made several recommended revisions. The changes include:

- 1) Documentation of the completion of the ICS courses required by Emergency Management;
- 2) Monthly training to the EMT Paramedics and EMD Dispatchers;
- 3) Monthly reporting of the Medical Director's activities and a review and report on all patient care complaints;
- 4) Monthly payment of compensation instead of quarterly; and
- 5) Annual proof of insurance.

In addition, the new agreement changes the term of the agreement to coincide with the County's fiscal year and allows for the automatic renewal for one year. Both parties have the option to end the agreement if the County fails to renew or terminates the contract between Lifeguard Ambulance Services and Columbia County.

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, between **KIM M. LANDRY, M.D., P.A.**, whose mailing address is 405 Waterford Lane, Gulfbreeze, Florida 32561, hereinafter referred to as "Medical Director," and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "County."

RECITALS

WHEREAS, Medical Director is owned, operated and managed by Kim M. Landry, a medical doctor licensed and authorized to practice medicine in the State of Florida, including being licensed and authorized to act as the Medical Director the Emergency Medical System of County; and

WHEREAS, County desires to contract with Medical Director for the purpose of providing medical director services to County as more specifically set forth herein; and

WHEREAS, the Medical Director will be an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Medical Director and no payroll or other taxes withheld as Medical Director is an independent contractor.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **SERVICES**. Medical Director agrees to perform the professional services as Medical Director for County provided herein.
3. **MEDICAL DIRECTOR'S DUTIES AND RESPONSIBILITIES**. The Medical Director shall promulgate clinical protocols, provide clinical direction, and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. The Medical Director shall supervise and assume direct responsibility for the clinical oversight of the Columbia County Emergency Communications Center (EMD), Fire Department First Responders, EMT's, and Paramedics operating as part of the public safety system. All County EMS system providers granted a COPCN or entering into an agreement with County shall be required to fall under the authority of, and shall abide by, all medical protocols authorized by the County Medical Director. The duties of the Medical Director shall be as follows:

A. **EMS System Oversight and Clinical Supervision**

- (1) Provide clinical supervision to all first responders, emergency medical technicians (EMTs), paramedics, and emergency medical dispatchers (EMDs) comprising the public safety system in Columbia County.
- (2) Participate on scene calls with EMS crews for a minimum of four (4) hours semi-annually.
- (3) Provide two (2) hours monthly in the Emergency Management Communications Center for monitoring EMDs and configure and recommend changes to procedures and determinant levels used in the Medical Dispatch System to enhance local response.
- (4) Meet with the chief officer or a designated representative of each BLS and ALS service providers at least once quarterly.
- (5) Review and resolve medical issues that may arise from the EMS service providers.
- (6) Commit a minimum of two (2) hours monthly to review current issues with EMS providers and the County Emergency Services Coordinator.
- (7) Provide clinical supervision and direction to the Sheriff's Department's first response officers.
- (8) Establish and maintain a working relationship with Medical Directors of Emergency Services agencies, including fire services, operating in Columbia County.
- (9) Report to the Florida Bureau of Emergency Medical Services any EMT or paramedic who has had their privilege to provide patient care removed by the Medical Director. Such report of disciplinary action must include a statement and documentation of the specific acts of the disciplinary action.
- (10) Provide availability of telephone support for EMS providers during medical incidents at the request of the primary response agency.
- (11) Provide field response or phone support, as needed, during multiple casualty incidents at the request of the primary response agency.
- (12) Support Public Facility AED Programs to include prescriptions for AED equipment.
- (13) Support the agency designated by the County as a lead agency for Health and Medical Emergency Support Function 8.
- (14) ~~Complete Complete an Incident Management Command System courses approved by the Emergency Management Division/Department -- ICS 100, 200, 300, 400, 700, and 800.~~
- (15) Participate in local EMS Medical Advisory Board Meetings.
- (16) Maintain accessibility through a local cellular phone number, text and email.

(17) Approve courses and authorize monthly training (CEU's) to all County EMT Paramedic and EMD Dispatchers in the amount required by the State of Florida to renew EMT and Paramedic licenses.

B. Establish Standing Orders, Protocols and Standards of Care

- (1) Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.
- (2) Develop and revised, when necessary, Trauma Transport Protocols for submission to the Florida Department of Health for approval. Ensure all EMTs and paramedics are trained in the use of the trauma scorecard methodologies for adult and pediatric trauma patients.
- (3) Develop and revise, when necessary, Stroke Alert Transport Protocols for the submission to the Department of Health for approval. Ensure that all EMTs and paramedics are trained in the use of the stroke assessment scorecard methodology.

Page 2

- (4) Assist all appropriate agencies of the County to the greatest extent possible in the delivery of competent emergency medical care. This includes implementation of the policies established by the Emergency Management Division and/or Board of County Commissioners.
- (5) Work with emergency department directors to insure a community standard of care.
- (6) Assist all appropriate agencies to the greatest extent possible in the delivery of exceptional clinical care.

C. Reporting

Medical Director shall provide a monthly report to the County of all activities including site visits and patient care concerns. Medical Director shall provide written protocols to the County as necessary to provide quality patient care. In addition, Medical Director shall review all medical care complaints and report the resolution of the complaints to the County.

4. **COMPENSATION.** County shall compensate Medical Director the sum of \$45,000.00 per year, payable in ~~four (4)~~ twelve (12) equal ~~quarterly~~ monthly installments (\$~~11,250.00~~ 3,750 each) consistent with the County's fiscal year. This agreement shall be effective as of July 1, 2014 and Medical Director shall be paid in equal ~~quarterly~~ monthly installments beginning ~~October 1, 2014~~ August 1, 2014 with two installments and one installment each ~~quarter~~ month thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

5. **INSURANCE.** Medical Director shall maintain during the term of this agreement the following insurance coverage:

a) Professional liability of no less than ~~\$250,000.00~~ \$250,000 per claim and \$750,000 and ~~\$750,000.00~~ aggregate coverage to include emergency medical services.

(b) Worker's compensation coverage in the statutory amounts as required by Florida law, unless Medical Director provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

Medical Director shall provide proof of insurance coverage to the County annually or when insurance policy or coverage changes.

6. **INDEMNIFICATION.** Medical Director, at its own expense, shall indemnify, defend and hold harmless the County from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Medical Director, its employees or subcontractors. This provision shall survive the termination of this agreement.

7. **TERM.** This agreement shall be effective as of July 1, ~~2012~~ 2014 and for the initial term of ~~one (1) year~~ fifteen months thereafter ending ~~September, June 2030, 2013~~ 2015. This agreement may be extended for four (4) additional one-year periods (total 5 years) will automatically renew for a 12 month period each year beginning October 1, 2015 upon terms and conditions and the written agreement of both parties. Either party may terminate this agreement with or without cause upon giving 30 days prior written notice to the other party. Either party may terminate this agreement should Columbia County fail to renew or choose to terminate the agreement between the County and its EMS provider concurrent with the terms of the EMS provider contract.

Medical Director's agreement to indemnify and hold harmless County and the provisions contained in paragraph 6 shall survive the termination of this agreement. Unless Medical Director is in default under this agreement, Medical Director shall be paid for all work performed prior to the termination of this agreement.

8. **GOVERNING LAW.** This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole exclusive venue for any legal action between the parties.

9. **PUBLIC RECORDS.** The parties acknowledge the County, as a political subdivision of the State of Florida, is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Medical Director shall, for a minimum of five (5) years from the expiration or termination of this agreement, maintain all records resulting from this agreement which shall be made available to the County upon reasonable written request. County shall be responsible for reasonable costs of copying such public records. Medical Director shall also specifically comply with the provisions of section 119.0701, Florida Statutes.

10. **ATTORNEY FEES.** In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

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

Signed, sealed and delivered
In the presence of:

KIM M. LANDRY, M.D., P.A.

By: _____
Witness
President

Kim M. Landry, M.D.,

Print or type name

Witness

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by **KIM M. LANDRY, M.D.**, as the President of **KIM M. LANDRY, M.D., P.A.**, a professional association, on behalf of the association, who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL)
Expires:
(SEAL)

My Commission

Signed, sealed and delivered
FLORIDA
in the presence of:

COLUMBIA COUNTY,

By: _____
Witness
Chair

Ronald Williams,

ATTEST: _____
Print or type name

P. DeWitt Cason, Clerk

Witness

Print or type name

(SEAL)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____,
2014, by
RONALD WILLIAMS, as Chair of the **COLUMBIA COUNTY BOARD OF COUNTY**
COMMISSIONERS, on behalf of the Board, who is personally known to me or who has produced
a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL)
(SEAL)

My Commission Expires:

MEDICAL DIRECTOR EXTENSION AGREEMENT

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~~THIS MEDICAL DIRECTOR EXTENSION AGREEMENT~~ entered into this _____ day of _____, 2014 between ~~KIM M. LANDRY, M.D., P.A.~~, whose mailing address is 405 Waterford Lane, Gullbreeze, Florida 32561 (herein referred to as "Medical Director"), and ~~COLUMBIA COUNTY, FLORIDA~~, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529 (herein "County").

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RECITALS

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~~WHEREAS~~, the parties have previously entered into a Medical Director agreement on September 8, 2011 and an extension to this agreement on June 7, with each extension granted for one year per the terms of the contract; and

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~~WHEREAS~~, the parties wish to extend the terms of such lease, the current term expiring on June 30, 2014 by mutual agreement of the parties;

~~NOW, THEREFORE~~, The term of the Medical Director Agreement shall be extended until June 30, 2015 under the same terms and conditions with option to renew only upon mutual written agreement by both parties.

Signed this _____ day of _____, 2014.

COUNTY: _____ LIFE GUARD AMBULANCE
SERVICE

_____ OF FLORIDA, LLC

By: _____

By: _____

Ronald Williams, Chair

Print: _____

_____ Title: _____

ATTEST: _____

P. DeWitt Cason, Clerk of Courts

APPROVED AS TO FORM AND LEGALITY: _____

_____ Marlin M. Feagle, County Attorney

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

18

AGENDA ITEM REQUEST FORM

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

Today's Date: 07-09-2014

Meeting Date: 07-17-2014

Name: Sheriff's Office

Department: CCSO

Division Manager's Signature: _____

1. Nature and purpose of agenda item: 2014-2015 Florida Crime Stoppers Trust Fund Grant No. 030-14-CSFA#41.002 - \$17,637.56

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item [] Discussion Item



Submit by E-mail

Print Form

FLORIDA CRIME STOPPERS TRUST FUND

ATTACHMENT B

Grant Application
2014-2015

COPY

Section 1. Applicant Information

Type of Governmental Agency or Organization (check Space)

County

Member, Florida Association of Crime Stoppers, Inc.

Organization Information

Name of Agency or Organization:

Organization Mailing Address: Applicable Judicial Circuits:

City: State: Zip:

Federal Identification Number: Participating Counties:

Total Budget Request:

Individual to Contact in Case of Question: Area Code/Phone No.

E-Mail Address:

Coordination of Services: Identify agencies with which the organization will coordinate its services.

Agency: Agency:

Agency: Agency:

Agency: Agency:

Agency: Agency:

Agency: Agency:

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Agency: Agency:

Section 2. Certification Signatures

Name of Program Director: Title:
Street, Post Office Box or Drawer: Area Code/Telephone No.
City: State: Zip: Area Code/Fax No.
Signature of Program Director: *Cindy Innocenti* Date of Signature:
E-Mail Address:

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida Crime Stopper Trust Fund Grant Application Package for the duration of the grant period.

Name of Authorizing Official: Title:
Street, Post Office Box or Drawer: Area Code/Telephone No.
City: State: Zip: Area Code/Fax No.
Signature of Authorizing Official: *Kayla Carbono* Date of Signature:
E-Mail Address:

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida Crime Stopper Trust Fund Grant Application Package for the duration of the grant period.

Name of Financial Officer: Title:
Street, Post Office Box or Drawer: Area Code/Telephone No.
City: State: Zip: Area Code/Fax No.
Signature of Financial Officer: *Cindy Innocenti* Date of Signature:
E-Mail Address:

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida Crime Stopper Trust Fund Grant Application Package for the duration of the grant period.

Section 3. Organization Board of Directors

List the names of the members of your organization's Board of Directors. For those board members who meet the exemptions as outlined in Chapter 220C, please check the Exempt box.

Position on Board	Name	E-Mail Address	Exempt
Chairman/President:	Kayla Carbono	kaylacarbono@gmail.com	<input type="checkbox"/> YES
Vice Chairman/President:	Charles Carlson	charlie@cse-lc.com	<input type="checkbox"/> YES
Treasurer:	Cindy Innocenti	cindy.innocenti@columbiasheriff.org	<input type="checkbox"/> YES
Secretary:	Deborah Carlson	crcdlc@yahoo.com	<input type="checkbox"/> YES
Immediate Past President:	James Grimes		<input type="checkbox"/> YES
Board Member:	Brian Meek	brian@lakecitybowl.net	<input type="checkbox"/> YES
Board Member:	Dave Duncan	unobigpig2@gmail.com	<input checked="" type="checkbox"/> YES
Board Member:	Ginny Smith	century21.home@yahoo.com	<input type="checkbox"/> YES
Board Member:	Heather Craig	heathercraigrealtor@gmail.com	<input type="checkbox"/> YES
Board Member:	Brandon Beil	brandon.beil	<input type="checkbox"/> YES
Board Member:	Dan Adel	dan_adel@bellsouth.net	<input type="checkbox"/> YES
Board Member:	David Greene	dgreene353@gmail.com	<input checked="" type="checkbox"/> YES
Board Member:			<input type="checkbox"/> YES
Board Member:			<input type="checkbox"/> YES
Board Member:			<input type="checkbox"/> YES
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Board Member:			<input type="checkbox"/> YES
Board Member:			<input type="checkbox"/> YES
Board Member:			<input type="checkbox"/> YES
Board Member:			<input type="checkbox"/> YES
Board Member:			<input type="checkbox"/> YES

Section 4. Organization Mission Statement *(This section should contain a mission statement of the organization. Please include the following required data to the best of your ability.)*

Mission Statement:

The mission of Crime Stoppers of Columbia County is to promote and facilitate a joint effort between the community, local law enforcement, and the media to solve crime and to apprehend wanted fugitives. Crime Stoppers provides an anonymous system for the community to communicate with law enforcement agencies regarding any information relating to crimes or wanted fugitives. The program provides an opportunity for law enforcement to inform the public of any unsolved crimes and to present the identity of wanted fugitives within the county.

INFORMATION ABOUT AREA SERVED

Population Served by Organization: 67,489

Crime Rate per County Served (per UCR): 4,085.1

Number of Media Outlets: 5

Are Billboards Available in Your Area?: YES No

Number of Law Enforcement Agencies: 4

Number of Schools in Area Served by Organization:

High Schools: 2

Middle Schools: 2

Elementary Schools: 10

Colleges: 2

Other Schools Served: (Private, Chartered, Christian, etc.) 7

Number of Public Transportation Entities Available in Area Served: 1

Number of Community Events in Area Served: 7

Section 5: Previous Activities - Provide the following information for the three previous grant years, excluding current grant information for 2010-2011, 2011-2012, and 2012-2013, which occurred between 1/1/10 and the end of the grant year requested.

Year	# of Tips Written	-	% of increase or Decrease in Tips Written	# of Arrests	# of Cases Cleared	# of Rewards Approved	Total # of Rewards Paid	% of Rewards Paid vs. Approved
2010-2011	180			13	19	13	5	38.46%
2011-2012	215	0	0.00%	15	18	15	7	46.67%
		35	19.44%					
2012-2013	212	-3	-1.40%	5	5	6	2	33.33%
		0	0.00%					

Year	\$ Spent on Public Awareness*		Cost per Tip	\$ Amount of Grant Funds Reimbursed
2010-2011	\$10,670.46		\$59.28	\$14,489.78
2011-2012	\$13,744.80		\$63.93	\$17,260.64
2012-2013	\$10,206.06		\$48.14	\$14,111.54

*Dollars spent on Rewards and Public Education Category, not Dollars Budgeted.

Section 6: Programmatic and Fiscal Evaluation for the Previous Year (2012-2013) and Year (2011-2012) in the period of grant year requested and whether or not been successful and if not, reasons for unsuccessful grant year. Data have been cost effective and productive. (Page may be added)

Type Here:

2012-2013: Our board members participated in 7 community events during the 2012-2013 grant year. During each event, our program's promotional items were distributed in an effort to promote program awareness. We feel that participation in these events is a good way to promote our program and interact with the community. We placed biweekly fugitive ads in the Lake City Advertiser and also profiled these fugitives on our web site. By the end of this grant year, we noticed a decrease in fugitive tips; however, drug and narcotics tips had increased slightly. We purchased 20 reflective street signs that promote our tip line and web site. These signs were placed at all the community centers in our county, at both high schools, all three middle schools, the Columbia County Sheriff's Office District 2 Office and the Columbia County Detention Facility. We also purchased a 12' x 10' banner that was placed on the Columbia County Rodeo Arena. The arena hosts several activities throughout the year and we felt this would be a good opportunity to promote our program.

2013-2014: So far this grant year, our board has participated in 6 community events. During these events, we distribute all of our promotional items in an effort to increase program awareness. Again, participating in these community events allows us to interact with the community and promote the program. We started the grant year placing weekly fugitive ads but had some difficulty obtaining fugitives for the ads due to a decrease in the amount of felony warrants received by the Columbia County Sheriff's Office warrants deputy and his ability to locate suspects on warrants he did receive. As a result, we had to modify our performance measures to reflect placing bi-weekly ads. As of the end of May, we have noticed the number of fugitives & VOP tips have decreased slightly from that of the previous year while narcotics & drug related tips have increased. We renewed the lease for the Rodeo Arena Sign since there are several events held at the arena and it is located in a high traffic area. We are currently working on placing 3 billboards within the county by the first week of June; each will promote our logo, tip line and website.

Section 7: Review of Performance Measures from Current Year - Will your performance measures from the current grant year of (2013-2014) be achieved by your agency? If not, please indicate the reasons for your non-achievement. If yes, please indicate the reasons why you were unable to meet your established performance measures, and did you request a budget modification?

Type Here:

1. Tip Line: We have maintained and provided a tip line for the purpose of receiving anonymous information regarding fugitives, crimes committed and other wanted criminals. A copy of each call center invoice has been submitted with each Reimbursement Request/Monthly Expenditure Report.
2. Rewards: Our board of directors have reviewed and approved all rewards submitted to them for payment on a monthly basis. Our monthly meeting minutes reflect any rewards presented to the board for approval. These minutes have been submitted each month with our Reimbursement Request/Monthly Expenditure Report.
3. Payment of Approved Rewards: We have made all approved rewards available to tipsters by the next business day following board approval. A copy of the cleared check, with the date of the check and the date cashed highlighted, has been submitted as back-up documentation with each Reimbursement Request/Monthly Expenditure Report that included a request for reimbursement for a paid reward.
4. Public Awareness of Tip Line and Program: We promote the tip line and program through the following: "Columbia's Most Wanted" fugitive ads, our web site, signs located throughout the county, banner located at the Columbia County Rodeo Arena, sign located on midway tower at the Columbia County Fairgrounds and our materials that we distribute at community events. Photos, community event reports and proofs and/or copies of publications, all with OAG acknowledgement, have been provided as back-up documentation in our Reimbursement Request/Monthly Expenditure Reports.
5. Grant Requirements: As of this date, we have attended 1 FACS training conference and plan to attend the next training conference in June 2014. The sign in sheet for the February 2014 Conference was provided to the OAG from FACS to document attendance. Once the June 2014 Conference is complete and documentation is provided by FACS, we will be in compliance with this performance measure.
6. Contact with Local Law Enforcement: Each month, the secretary of our program sends out a meeting reminder to all board members, the law enforcement coordinator and the PIO for the Lake City Police Department. The project director and the law enforcement coordinator of our program have provided support to law enforcement in the form of brochures, our program's information cards and yard signs. Copies of reminder emails to board members/LEO have been submitted each month in compliance with Monthly Performance Report requirements.
7. Board Meetings, Grants up to \$19,999: We have exceeded the required quarterly board meetings as our board meets on a monthly basis, except for the month of December. We have submitted a copy of our meeting minutes with each Reimbursement Request/Expenditure Report.
8. Community Events: Our board members have participated in 6 community events, which exceeds the minimum requirement of attending 2. A Community Event Report for each event was submitted with the Monthly Performance Report for the month in which the event took place.
9. Reporting Requirements: As of this date, 10 monthly Reimbursement Requests and Performance Reports have been submitted prior to the 20th of the following month in which the expenses were occurred. We expect to submit the remaining 3 Reimbursement Requests and Performance Reports in a timely manner to meet the monthly performance standard.
10. Fugitive Ads: As of this date, we have placed 24 fugitive ads in one of the local newspapers in the county. By the end of June, we will have placed a total of 26 ads, which will put us in compliance with the performance standard. Copies of all ads were submitted with our Monthly Performance Report.
11. Rodeo Arena Sign: As of this date, the 12' x 18' Crime Stoppers sign located at the Columbia County Rodeo Arena has been in place for past 11 months of this grant year. We renewed the lease for the sign to remain at the arena for another 12 months. A copy of the original invoice and final proof has been submitted each month with our Monthly Performance Report. We will continue to provide a copy of the original invoice and proof with the remaining 2 Monthly Performance Reports.

Section 8. Payment of Rewards and Public Education. The following items shall be provided by the awarding agency. The total amount of the following items shall be a minimum of 50% of your award amount.

REWARDS & PUBLIC EDUCATION

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
1.	Rewards - (D2)	\$335.00	@	23%	12	\$4,020.00
2.	Tip Lines - (D1)		@	0%		
3.	Answering Service (Alternative Answers, CSI, Other) - (D1)	\$98.75	@	7%	12	\$1,185.00
4.	Telecommute Fees - (D1)		@	0%		
5.	Tip Software - (D1)	\$1,200.00	@	7%	1	\$1,200.00
6.	Cell Phone (Tip Coordinator) - (D1)		@	0%		
7.	Crime Prevention Training - (D6)		@	0%		

PROGRAM AWARENESS/MEDIA

(All line items below require a bid procedure when equal to and in excess of \$1,000 unless otherwise stated) (OAG acknowledgement required on the following purchases, except Pens, Pencils and other approved small items.)

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
8.	Bus Benches - (D4)		@	0%		
9.	Yellow Pages (No bid if purchased with local phone utility carrier, if other, bid required) - (D4)		@	0%		
10.	Billboards/Rolling Billboards - (D4)	\$725.00	@	12%	3	\$2,175.00
11.	Bus Wraps Only (Sole Source Determination Required) - (D4)		@	0%		
12.	Cab Signs - (D4)		@	0%		
13.	Newspaper - (D4)	\$101.88	@	15%	26	\$2,648.88
14.	Radio - (D4)		@	0%		
15.	Television (Program Associated) - (D4)		@	0%		
16.	Movie Theater - (D4)		@	0%		
17.	Website Development/Maintenance - (D4)	\$377.40	@	2%	1	\$377.40

Section 8 - Part A - Rewards and Public Education - Continued

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
18.	Brochures - (D8)		@	0%		
19.	Program Specialty Items (as approved) - (D8)		@	0%		
20.	Door Hangers/Yard Signs (Does not include Neighborhood Watch Signs) - (D8)		@	0%		
21.	Window Clings/Signs/Stickers - (D8)		@	0%		
22.	Newsletters - (D8)		@	0%		
23.	Posters - (D8)		@	0%		
24.	Banners - (D8)		@	0%		
25.	LCD Projector - (D8)		@	0%		
26.	Projection Screen - (D8)		@	0%		
Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
27.	Display Board - (D8)		@	0%		
28.	Television - (D8)		@	0%		
29.	VCR/DVD/Blue-Ray/or similar device - (D8)		@	0%		
30.	Child ID Programs - (D6)		@	0%		
31.	Child ID Supplies - (D6)		@	0%		
32.	Crime Scene Tape - (D6)		@	0%		

FUGITIVES:

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
33.	Wanted Fugitive Ads - (D6)		@	0%		
34.	Wanted Fugitive Flyers - (D6)		@	0%		
35.	Wanted Fugitive Posters - (D6)		@	0%		
36.	Wanted Fugitive Billboards - (D6)		@	0%		

Section 8: Part A: Rewards and Public Education - Cont.

"OTHER" Specific Line Items (not listed above. Explain on page 20, Section 10, in detail.)

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
37.	Rodeo Arena Sign (Renewal)	\$1,890.00	@	11%	1	\$1,890.00
38.	Fairgrounds Midway Tower Sign (Renewal)	\$250.00	@	1%	1	\$250.00
39.	Fair Booth Rental (Columbia County Fair)	\$155.00	@	1%	1	\$155.00
40.			@	0%		
41.			@	0%		
42.			@	0%		
TOTAL REWARDS & PUBLIC EDUCATION						\$13,901.28

Rewards and Public Education

Rewards: Rewards will be provided to tipsters if information provided to Crime Stoppers leads to an arrest, the recovery of stolen property or drugs or any information which assists law enforcement to solve a crime. We budgeted for at least \$335.00 per month for reward payouts. Over the last couple of grant years, our payouts have ranged from \$150.00 to \$300.00.

Answering Service: CrimeSceneInformation receives our calls 24/7, 365 days a year. The fee for the service CrimeSceneInformation provides to our program is \$98.75 per month (billed monthly), totaling \$1185.00 for the year.

Tip Software: The TipSoft Online program notifies our program when we have received tips. This service provides encryption to information provided by tipsters, which guarantees anonymity. With this software, our program is able to track tips, keep statistics and generate necessary reports that assist in grant reporting. The fee for this program is \$1200.00, which is billed on an annual basis.

Billboards: We have allocated a total of \$2175.00 to have 2 billboards placed within our county for a total of 3 times throughout the 2014-2015 grant year. Each set of billboards will cost \$725.00 for a 28-day cycle. All billboards will promote our tip line and website.

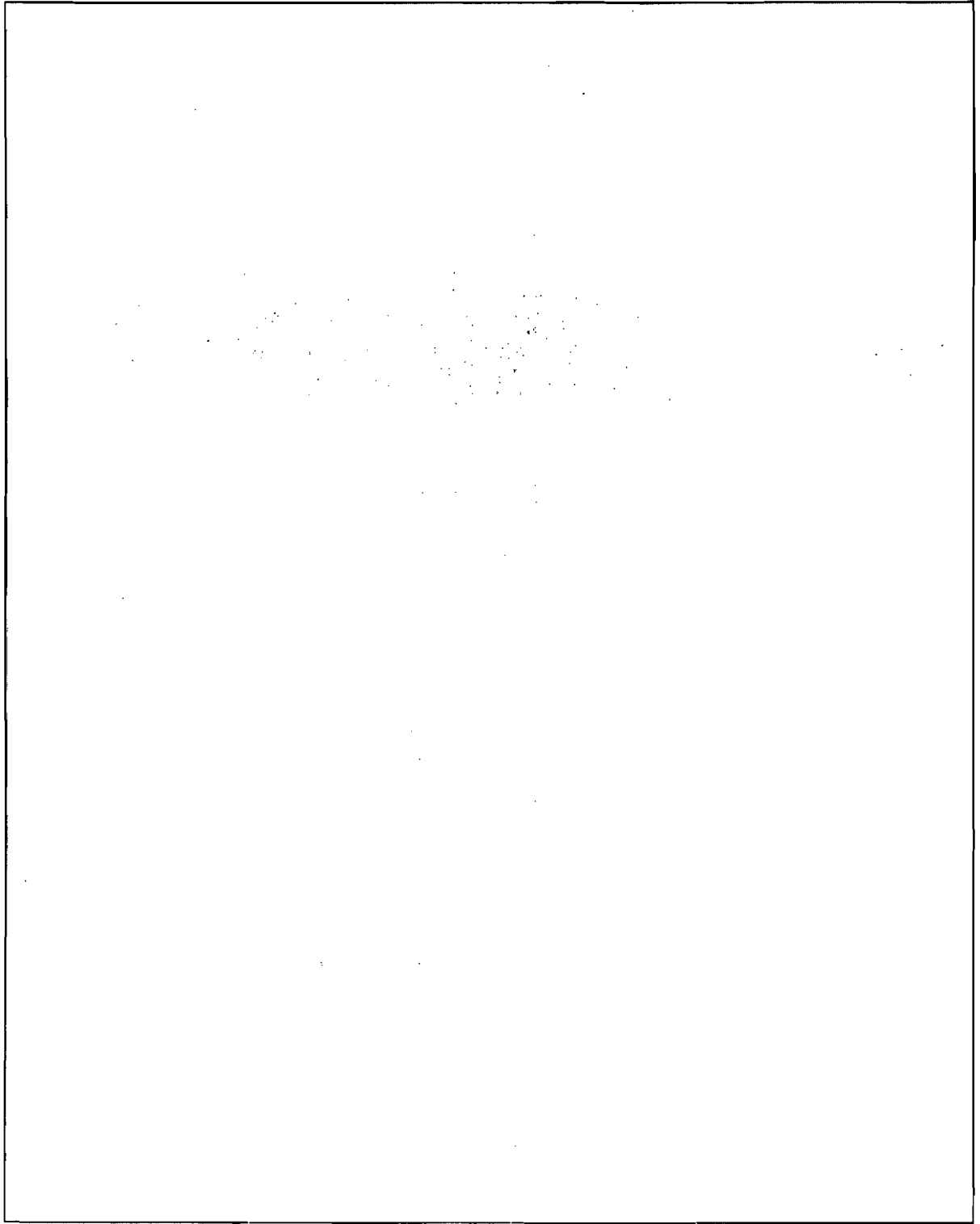
**Rewards and
Public Education**

Newspaper: We have allocated \$101.88 monthly to place advertisement in our local newspapers a minimum of 2 ads per month. The cost for placing a total of 24 ads during the 2014-2015 grant year will be \$2445.12. In addition, we have allotted \$203.76 for extra advertising in the event our program is asked to advertise a high profile crime or wanted suspect. The total amount allocated for line item #13 is \$2648.88. All ads will promote our tip line and web site.

Website Maintenance/Development: Our web site allows us to receive and reply to web tips and to profile fugitives and unsolved cases. The cost to maintain this service during the 2014-2015 grant year will be \$377.40, which is billed on an annual basis.



**Rewards and
Public Education**



Section 8, Part B, Office and Expenses - All items are limited to the following approved items. Blank lines will be provided for any additional requests that require approval.

OFFICE EXPENDITURES

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
43.	Office Rent (must submit copy of lease and office hours) - (D9)		@	0%		
44.	Utilities - (D9)		@	0%		
45.	Office Phone (Not Tip Line) - (D9)		@	0%		
46.	Cellular Phone - (D9)		@	0%		
47.	Fax Line- (D9)		@	0%		
48.	Internet Line/Wireless Connectivity (Internet Service) - (D9)		@	0%		
49.	Vehicle Mileage - (D9)		@	0%		
50.	Postage/Express Mail (must maintain Postage Log for all stamps to demonstrate usage) - (D9)	\$18.00	@	0%	4	\$72.00
51.	Post Office Box Rent - (D9)		@	0%		
52.	Storage Rent - (D9)		@	0%		
53.	General Office Supplies/Letterhead/Envelopes - (D9)		@	0%		

EQUIPMENT AND PROPERTY

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
54.	Computer (Including monitor or Software purchased with computer) - (D9)		@	0%		
55.	Computer Hardware Accessories - (D9)		@	0%		
56.	Laptop Computer (does not include ipad notebooks or similar devices) - (D9)		@	0%		
57.	Additional Software - (D9)		@	0%		
58.	Fax Machine - (D9)		@	0%		
59.	Printer - (D9)		@	0%		

Section 8 Part B Operating Expenses - Continued

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
60.	Copier (D9)		@	0%		
61.	Copier Rental (D9)		@	0%		
62.	Copier Maintenance - (D9)		@	0%		
63.	Telephone Equipment (not bills) - (D9)		@	0%		

MEMBERSHIP DUES

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
64.	FACS (Florida Association of Crime Stoppers, Inc.)(No 501(c)(3), No Reimbursement) - (D5)	\$100.00	@	1%	1	\$100.00
65.	Southeastern Crime Stoppers Association- (D5)		@	0%		
66.	USA Crime Stoppers Association - (D5)	\$200.00	@	1%	1	\$200.00

FEES

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
67.	Corporate Filing Fees - (D9)	\$70.00	@	0%	1	\$70.00

INSURANCES

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
68.	Board & Officer's Liability (Mandatory) - (D7)	\$1,546.27	@	9%	1	\$1,546.27
69.	Employee Bond Insurance (D7)		@	0%		
70.	Storage Unit Insurance - (D9)		@	0%		
71.	General Liability - (D8)		@	0%		
72.	Vehicle Insurance - (D9)		@	0%		

Section 6 Part B Operating Expenses - Essentials

TRAVEL

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
73.	Travel - (D5)	\$582.67	@	10%	3	\$1,748.01

PROFESSIONAL SERVICES

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
74.	Accounting - (D9)		@	0%		
75.	Payroll Services - (D9)		@	0%		
76.	Computer Tech Support - (D9)		@	0%		
77.	Design Services - (D4)		@	0%		
78.	N/A		@	0%		

OTHER (EXPLAIN) (In Section 11 page 20)

Item #	Item	\$ Amount	@	%	Quantity/Number of Months	Total
79.			@	0%		
80.			@	0%		
81.			@	0%		
82.			@	0%		
83.			@	0%		
84.			@	0%		
85.			@	0%		
86.			@	0%		
87.			@	0%		
	TOTAL FOR OPERATING EXPENSES					\$3,736.28

Operating Expenses

Postage: We have allocated \$72.00 for postage expense. This amount is based on an increase in the amount of postage used from the 2012-2013 and 2013-2014 grant years. We receive an invoice from the Columbia County Sheriff's Office for postage used on a quarterly basis and pay accordingly.

FACS Dues: \$100.00 (based on population). Provided the Florida Association of Crime Stoppers has their 501(c)(3) status reinstated during this grant year, paying the annual dues will keep our program in good standing. The dues are billed on an annual basis.

Crime Stoppers USA Dues: Membership to Crime Stoppers USA will allow access to educational tools, legal information & updates and is a point-of-contact for networking across the nation for Crime Stopper programs. The \$200.00 fee, billed annually, is based on the population served by our program.

Corporate Filing Fees: The fee to submit our annual report is \$70.00.

Board & Officers Liability Insurance: We have allocated \$1546.27 to renew our current D/O Liability Insurance policy.

FACS Conferences: We have allocated a total of \$1748.01 for the project director and law enforcement coordinator to attend the October 2014, February 2015 and June 2015 FACS Conferences. The estimated cost for travel was partly based on the cost to attend the FACS February 2014 Conference and the FACS June 2014 Conference. Since our program did not attend the October 2013 Conference, the estimated costs are based on our attendance during October 2012 Conference. The costs are as follows:

October 2014

2 nights per attendee @ \$103.00 per night	\$206.00
Per diem per attendee	\$ 60.00
Mileage per attendee	\$ 0.00
Total cost per attendee	\$266.00
Total cost for 2 members to attend	\$532.00

February 2015

2 nights per attendee @ \$129.00 per night	\$258.00
Per diem per attendee	\$ 60.00
Mileage per attendee	\$ 0.00
Total cost per attendee	\$318.00
Total cost for 2 members to attend	\$636.00

June 2015

2 nights per attendee @ \$115.00 per night	\$230.00
Per diem per attendee	\$ 60.00
Mileage per attendee	\$ 0.00
Total cost per attendee	\$290.00
Total cost for 2 members to attend	\$580.00

Since the project director and the law enforcement coordinator are employees of the Columbia County Sheriff's Office, the Sheriff has agreed to provide an agency vehicle to both employees for travel to all three conferences. This will save the program mileage expense of driving a personal vehicle. The total estimated cost to attend all three conferences is \$1748.00. We allocated \$1748.01 in line item #73 to be able to divide between the quantity/number of months evenly.



SALARY BREAKDOWN (This section must be used to assist in determining how much is to be charged to the Trust Fund in salary dollars.)

Position/Title	Employer Benefits	Hourly Rate	Hrs. per Week	# Weeks	Salary	Employer Taxes	Total Salary
	\$0.00					\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00
Executive Director (Salaried - Not paid hourly)	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00

Employed By Crime Stoppers (Paid from CS Trust Fund)

Item #	Employee Name (Match Name to Position/Title)	% Time Spent on Crime Stoppers	Salary	Salary Based on %	Non-Sworn	Sworn
88.			\$0.00	\$0.00		
89.			\$0.00	\$0.00		
90.			\$0.00	\$0.00		
91.			\$0.00	\$0.00		
92.			\$0.00	\$0.00		
93.			\$0.00	\$0.00		
94.	Executive Director (Salaried - Not paid hourly)		\$0.00	\$0.00		
	TOTAL SALARY			\$0.00		



**Salary
Narrative**

[Empty rectangular box for Salary Narrative]



**"OTHER"
Narrative**

Rewards and Public Education

Rodeo Arena Sign Renewal: During the 2012-2013 grant year, we purchased a 12x18 sign that was hung at the Columbia County Rodeo Arena. The fee to keep the sign in place for 12 months is \$1890.00. This fee is renewed annually. The arena host several events throughout the year and is located in a high traffic area. We find this to be an excellent method in which to increase public awareness of our program.

Fairgrounds Sign Renewal: The annual renewal fee for our sign located at the Columbia County Fairgrounds is \$250.00. This sign is located on one of two main towers leading into the fairgrounds. Since several events are held at the fairgrounds throughout the year, our board feels this has continued to be a cost effective way to advertise our program, tip line and web site.

Fair Booth Rental: Our program rents a booth for 7 days during the Columbia County Fair for the fee of \$155.00. We feel this is a great way to raise program awareness. Each of our board members volunteers to work shifts during which they distribute our program specialty items, brochures, bumper stickers and can explain how our program operates.

Budget Category	%	Total Cost
Part A. Rewards and Public Education (Minimum of 50% of Award Amount)	79%	\$13,901.28
Part B. Operating Expenses	21%	\$3,736.28
Part C. Salaried Employees (Maximum allowed 30% of Award Amount)	0%	\$0.00
TOTAL	100%	\$17,637.56
Award Amount	\$17,639.27	

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BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: July 9, 2014 Meeting Date: July 17, 2014

Name: Clint Pittman Department: Landscape & Parks

Division Managers Signature [Handwritten Signature]

1. Nature and purpose of agenda item: River Rise Boat Ramp
Sublease agreement with State of Florida, Department of Environmental Protection. County Attorney, Marlin Feagle, has reviewed / approved agreement, to be presented to BOCC for approval.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? [X] N/A
[] Yes Account No.
[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: -

FROM TO AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

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

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

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

July 1, 2014

Mr. Clint Pittman
Director, Landscape and Parks
County Administrative Offices
Post Office Box 1529
Lake City, Florida 32056-1529

Re: River Rise Preserve State Park Lease

Dear Clint:

Pursuant to our discussions and negotiations with the State of Florida, Department of Environmental Protection, I enclose a copy of the Sublease Agreement for your review and consideration. I have retained the duplicate original Sublease Agreements until after approval by the Board. Please review the terms and conditions of the Lease which requires certain actions to be taken by the County and insurance coverage. We will need to add a beginning date for the term of the Lease in paragraph 3. However, I suggest we make the Lease effective after it has been approved by the Board of County Commissioners.

After your review and approval, and assuming there are no additional changes to be made, deliver a copy of the Lease to Ben Scott for placement on the County agenda for July 17, 2014.

Please do not hesitate to give me a call if you would like to further discuss the Lease at this time.

Very truly yours,



Marlin M. Feagle

MMF:dse
Enclosure

OAS1

State of Florida Department of Environmental Protection,
Division of Recreation and Parks

SUBLEASE AGREEMENT

Sublease Number 3638-01

THIS SUBLEASE AGREEMENT is entered into this _____ day of _____ 2014, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, hereinafter referred to as "SUBLESSOR", and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as River Rise Preserve State Park under TRUSTEES' Lease Number 3638 (formerly Lease No. 2324).
2. DESCRIPTION OF PREMISES: The property subject to this sublease agreement, is situated in the County of Columbia, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. SUBLEASE TERM: The term of this sublease shall be for a period of twenty (20) years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this sublease. Once the first term of this twenty (20)-year sublease period expires, this sublease may be renewed for two (2) additional ten (10)-year terms if both SUBLESSOR and SUBLESSEE agree to such renewal.
4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the establishment and operation of a boat ramp to provide public access to the Santa Fe River, along with other related uses necessary for the accomplishment of this purpose as designated in a management plan required by paragraph 7 of this sublease.
5. CONFORMITY: This sublease shall conform to all terms and conditions of TRUSTEES' Lease Number 3638 (formerly Lease No. 2324) between the TRUSTEES and SUBLESSOR'S predecessor in interest (the Florida Board of Parks and Historic Memorials) dated January 23, 1968, a copy of which is attached hereto as

Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises in accordance with Section 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Land Use Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection, Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the subleased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Land Use Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Land Use Plan prepared under this sublease shall identify management strategies for

exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design.

Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR.

Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard,

Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased

premises or upon lands adjacent to and used as an adjunct of the subleased-premises.

17. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: State of Florida
Department of Environmental Protection
Division of Recreation and Parks
Office of Park Planning, Mail Station 525
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-30000
Attention: Bureau Chief or Land Administration Coordinator

SUBLESSEE: Board of County Commissioners, Columbia County, Florida
Post Office Box 1529
Lake City, Florida 32056-1529
Attention: Director Landscape and Parks

Mandatory copy to:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS
BUREAU OF PUBLIC LAND ADMINISTRATION, MS 130
3800 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of

SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage.

SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. ENVIRONMENTAL AUDIT: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of

the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
31. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.
32. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
33. SUBSUBLEASES: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to

locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

37. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

39. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease:

1. SUBLESSEE shall maintains its own signage for the boat ramp.
2. SUBLESSE shall monitor and protect the known archaeological site (commonly known as Old Railroad Trestle Ridge) located on the subleased premises at its sole cost and expense or at no cost to River Rise Preserve State Park, SUBLESSOR, the State of Florida or the TRUSTEES.
3. SUBLESSEE shall be responsible for monitoring and ensuring that the current fruit vendor located on the subleased premise is operated in accordance with all applicable county, state and federal ordinance, laws, statutes, rules, and regulations.

IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF Environmental PROTECTION, Division of Recreation and Parks

Witness
Print/Type Witness Name

By: _____ (SEAL)
Lewis P. Scruggs
Title: Environmental Administrator
Office of Park Planning

Witness
Print/Type Witness Name

"SUBLESSOR"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2014, by Lewis P. Scruggs, as Environmental Administrator of Office of Park Planning, Division of Recreation and Parks, State of Florida Department of Environmental Protection who is/are personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

COLUMBIA COUNTY, FLORIDA
By its Board of County Commissioners

Witness
Print/Type Witness Name

By: _____ (SEAL)
Roland William
Title: Chairman

Witness
Print/Type Witness Name

Attest: _____

Print/Type Name
Title: _____

(OFFICIAL SEAL)
"SUBLESSEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2014, by Roland William and _____, as Chairman and _____, respectively, on behalf of the Board of County Commissioners of Columbia County, Florida. They are personally known to me or produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Consented to by the TRUSTEES on ____ day of _____, 2014.

Board of Trustees of the Internal
Improvement Trust Fund of the State of
Florida

By: _____
Cheryl C. McCall, Chief,
Bureau of Public Land Administration,
Division of State Lands, State of
Florida Department of Environmental
Protection, as Agent for and on behalf
of the Board of Trustees of the Internal
Improvement Trust Fund of the State
of Florida

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT "A"

(Description of subleased premises)

Commence at the Intersection of the Northeasterly right-of-way of US #27 and the South line of Section 29, said Point being the POINT OF BEGINNING; thence N 59° 02' 32" W, along the right-of-way of US #27 a distance of 171.80 feet, thence N 39° 26' 31" E, 366.80 feet, more or less to the waters of the Santa Fe River, thence Southerly, along the waters edge of said Santa Fe River, 533 feet, more or less to the Northeasterly right-of-way of said US #27, thence N 59° 02' 32" W, along said right-of-way, 273.43 feet, more or less to the POINT OF BEGINNING. Said lands being in Sections 29 and 32, Township 7 South, Range 17 East, Columbia County, Florida and containing 2.3 acres.

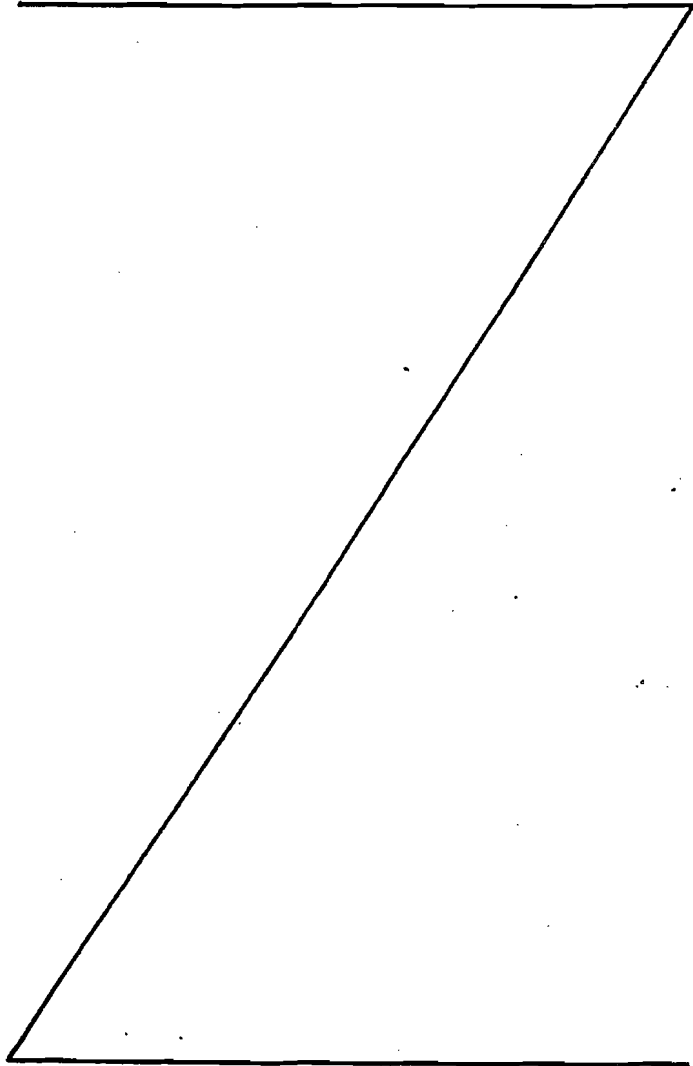


EXHIBIT "B"
(Copy of Executed Lease)

LEASE AGREEMENT.

No. 2324

WHEREAS the Trustees of the Internal Improvement Fund of the State of Florida, by virtue of Chapter 67-269, as amended by Chapter 67-2236, Laws of Florida, hold title to certain lands and property presently being utilized by the state for park and recreational purposes; and

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, by formal action on January 23, 1968, authorized a lease agreement with the Florida Board of Parks and Historic Memorials, an agency of the State of Florida, to permit and to confirm certain uses of and activities on the lands and property hereinafter described, for the purpose of developing, operating and maintaining said lands and property for outdoor recreational, park, conservation, historic and related purposes.

NOW, THEREFORE, this agreement made this 23rd day of January, 1968, between the Trustees of the Internal Improvement Fund of the State of Florida, as lessors, and the Florida Board of Parks and Historic Memorials, as lessee,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessors do hereby lease to the lessee the following described property in the State of Florida, together with the improvements thereon:

Addison Blockhouse, Volusia County
Anastasia, St. Johns County
Bahia Honda and Long Key, Monroe County

1

Prepared by:

Thomas E. Boyle
Assistant Attorney General

2. It is understood and agreed by the parties that the foregoing list of properties is intended to include all state parks therein named, the same having been previously conveyed to the Trustees of the Internal Improvement Fund by the Florida Board of Parks and Historic Memorials by deeds dated on or about September 28, 1967, or by other state agencies or have heretofore been held by the Trustees of the Internal Improvement Fund of the State of Florida by virtue of prior conveyances to the State of Florida. The purpose of this lease is to place possession, use and occupancy of all such property in the Florida Board of Parks and Historic Memorials, pursuant to the intent and authority of Chapter 67-269, as amended by Chapter 67-2236, Laws of Florida, and the description or descriptions thereof contained in all deeds vesting title thereto in the Trustees of the Internal Improvement Fund of the State of Florida are incorporated herein by reference as though set out in detail.

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public outdoor recreational, park, historic, conservation and related purposes.

3. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

4. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

5. This agreement is for the specific purpose of public outdoor recreational, park, conservation, historic and related purposes, and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described.

6. The lessors or their duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

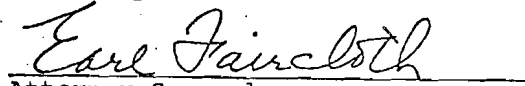
8. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and official seals at Tallahassee, Florida, this 31st day of January, 1968, and the Florida Board of Parks and Historic Memorials, an agency of the State of Florida, has duly executed the same by its authorized agent this 30th day of January, 1968.

TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA


Governor


Secretary of State


Attorney General

Frederick D. ...
Comptroller

Broward Williams
State Treasurer

Gloyd T. Christian
Superintendent of Public
Instruction

Doyle Conner
Commissioner of Agriculture

As and constituting the Trustees
of the Internal Improvement Fund
of the State of Florida

(SEAL)

Attest:

FLORIDA BOARD OF PARKS AND
HISTORIC MEMORIALS

John ...
Secretary

By *Robert S. Raymond*
Chairman

(SEAL)

RESOLUTION NO. 2014-R-14

**A RESOLUTION OF COLUMBIA COUNTY, FLORIDA,
PROVIDING FOR THE EXTENSION OF THE 2014
ASSESSMENT ROLLS PURSUANT TO SECTIONS
197.323 AND 193.122, FLORIDA STATUTES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Pursuant to section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the Tax Collector and by majority vote, order the assessment rolls to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and

WHEREAS, Section 193.122, Florida Statutes sets forth provisions for the certification of the assessment rolls and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners; and

WHEREAS, The completion of the Columbia County Value Adjustment Board Hearings for the 2014 tax year will delay issuance of tax notices beyond November 1; and

WHEREAS, a delay in the issuance of tax notices may result in a disruption of the operations of the Columbia County Taxing Authorities.

NOW THEREFOR, BE IT RESOLVED THAT pursuant to the provisions of section 197.323 Florida Statutes and section 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, orders the 2014 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

DULY PASSES AND ADOPTED this 17th Day of JULY, 2014.

CHAIRMAN, RONALD WILLIAMS

ATTEST:

CLERK TO THE BOARD

~~P. DWITT CASON, CLERK OF COURT~~



Ronnie Brannon, Tax Collector

Proudly Serving The People of Columbia County
135 NE Hernando Ave., Suite 125 • Lake City, Florida 32055-4006
(386) 758-1077 • (386) 719-7462 Fax

July 2, 2014

HAND DELIVERED

Honorable Ronald Williams, Chairperson
Columbia County Board of County Commissioners
135 NE Hernando St., Suite 203
Lake City, FL 32055

RECEIVED
JUL 2 2014
Board of County Commissioners
Columbia County

Dear Commissioner Williams,

This office has discussed with the property appraiser's office the likelihood that, because of statutory changes (Amendment 1), completion of the Value Adjustment Board (VAB) hearings for the 2014 tax year will delay the issuance of tax notices beyond November 1. The legislature has made significant changes to the VAB hearing process. Perhaps the most significant change has been to the notice of the VAB hearing that the clerk's office is required to provide petitioners. For many years, petitioners were entitled to receive notice at least 10 days prior to the scheduled hearing. That time period has extended in five-day increments until now petitioners must receive notice of the hearing at least 25 days prior to the hearing date. See section 194.032(2), Florida Statutes. The petitioners also are entitled to have their hearing date rescheduled upon written request; as a result, the VAB hearings are beginning later and taking longer to complete.

There is a statutory process whereby the county commissioners can authorize the VAB and the property appraiser to make a first certification and extend the 2014 tax rolls prior to the completion of the VAB hearings so that tax notices can be timely issued by November 1.

Section 197.323(1), Florida Statutes, provides that:

Notwithstanding the provisions of s.193.122, the Board of County Commissioners may, upon request by the Tax Collector and by majority vote, order the roll to be extended prior to the completion of value adjustment board hearings, if completion of the roll would otherwise be the only cause for a delay in the issuance of tax notices by November 1.

I do hereby request the Board of County Commissioners, by resolution, to authorize and direct the VAB and the Property Appraiser to certify and extend the 2014 tax rolls prior to completion of the VAB hearing pursuant to section 197.323.

Honorable Ronald Williams, Chairperson
July 2, 2014
Page Two

The final tax rolls will be recertified following the conclusion of the VAB hearings in accordance with section 193.122, Florida Statutes.

I have attached a sample resolution for your review and forwarded same to Mr. Marlin Feagle in an electronic format.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronnie Brannon", written in a cursive style.

Ronnie Brannon, Tax Collector
Proudly Serving the People of Columbia County

RB/kk

Attachment

Cc: Mr. Marlin Feagle, w/attachment
Mr. Dale Williams, w/attachment
Mr. Doyle Crews, w/attachment

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BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: July 8, 2014

Meeting Date: July 17, 2014

Name: Ed Lontz

Department: Landfill

Division Managers Signature 

1. Nature and purpose of agenda item: Resolution 2014R-13: Amended to include Mobile Home Disposal.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget. N/A

Is this a budgeted item? [X] N/A

[] Yes Account No. _____

[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

RESOLUTION NUMBER 2014R-13

WHEREAS, the Columbia County Board of County Commissioners has established tippage fees at the Columbia County - Winfield Solid Waste Facility to cover operating expenses of the Winfield Solid Waste Facility, closure expenses of the Columbia County Central Landfill, and to provide a recycling program for the residents of Columbia County, and;

WHEREAS, such fees have previously been set by Resolution Numbers 79R-36, 81R-15, 81R-22, 87R-19, 90R-17, 90R-53, 92R-16, 95R-43, 95R-76, 2003R-44, 2014R-46 and;

WHEREAS, the Columbia County Board of County Commissioners wishes to exempt individuals who live outside the city limits who, transport those items known as “white goods” directly to the Columbia County - Winfield Solid Waste Facility from payment of a tippage fee;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, THAT;

1. The fees to be charged for the use of the Columbia County - Winfield Solid Waste Facility are hereby amended as follows:

a.	<u>Class I</u> - waste classified as the following;	(CURRENT)	(PREVIOUS)
	residential household food waste, commercial food waste, office trash, road side litter, paper, CCA-pressure treated wood and sludge.	\$52.00 ton	\$42.00 ton
b.	<u>Class III</u> - waste classified as the following;		
	construction and demolition debris (except as exempted in (d) below) wood, brick, concrete, shingles, yard and lawn waste, fencing, brush and trees, cardboard, furniture, shredded tires, empty buckets, empty paint containers, empty aerosol containers, clothes ,toys and street sweeping debris.	\$37.00 ton	\$28.00 ton
c.	<u>Brown Goods</u> - waste classified as the following;		
	small appliances (except as exempted in (d) below) electronic goods, cathode ray tubes found in TV's, all computer components, microwaves and conventional type ovens.	\$70.00 ton	SAME

Resolution Number 2014R-
 Page (2) Two

	(CURRENT)	(PREVIOUS)
d. <u>White Goods / Scrap Metal</u> - waste classified as the following; refrigerators, freezers, stoves, washing machines, clothes dryers, hot water heaters delivered to the Columbia County – Winfield Solid Waste Facility by; Residents who live outside the city limits. Residents who live within the city limits. Businesses	NO CHARGE \$28.00 ton \$28.00 ton	SAME
e. <u>Asbestos and Related Materials-</u>	\$180.00 ton	SAME
f. <u>Tires-</u> (whole - single light truck, car passenger type) (whole - bulk load, semi tires) (shredded - eighth)	\$2.00 each \$115.00 ton Class III rate	\$ 1.50/ SAME
g. <u>Recyclables-</u> items included to be recycled newspaper, aluminum cans, tin cans, soda bottles, milk jugs and cardboard; delivered to the Columbia County - Winfield Solid Waste Facility by; Residents who live outside the city limits. Residents who live within the city limits.	NO CHARGE \$42.00 ton	SAME
h. Any other waste material disposed of which will entail additional or unusual labor requirements from Columbia County - Winfield Solid Waste Facility employees to include separating mixed Class I & Class III loads.	\$5.00 ton in addition to the appropriate tippage fee.	SAME

	(CURRENT)	(PREVIOUS)
i. Mobile Home Disposal- All appliances, electronics and food waste must be removed. Tires and wheels must be removed after dropping. The tires would be charged at the tire disposal rate. Axles and tongue can be removed after delivery. Frames will not be returned. 24-hr. notice would be required to prepare a location for easy access for customer to remove tires, wheels, axles and tongue. Cannot accept mobile homes during rainy conditions. Title or proof of ownership (free of liens) required.	\$250.00 per side	\$0.00
2. The rates hereby established shall become effective November 1, 2013 and shall supersede all previously established Columbia County -Winfield Solid Waste Facility fees as provided by Resolution Numbers 79R-36, 81R-15, 81R-22, 87R-19, 90R-17, 90R-53, 92R-16, 95R-43, 95R-76, 2003R-44 and 2014R-46 provided however, that these rates shall not affect any present contracts in which fees are specified until such time as those contracts expire.		

PASSED AND ADOPTED in its regular session held on the _____ day of _____, 2014.

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

BY: _____
Ronald Williams, Chairman

ATTEST:

P. DeWitt Cason, Clerk of Court

RESOLUTION NUMBER 2014R-13

WHEREAS, the Columbia County Board of County Commissioners has established tippage fees at the Columbia County - Winfield Solid Waste Facility to cover operating expenses of the Winfield Solid Waste Facility, closure expenses of the Columbia County Central Landfill, and to provide a recycling program for the residents of Columbia County, and;

WHEREAS, such fees have previously been set by Resolution Numbers 79R-36, 81R-15, 81R-22, 87R-19, 90R-17, 90R-53, 92R-16, 95R-43, 95R-76, 2003R-44, 2014R-46 and;

WHEREAS, the Columbia County Board of County Commissioners wishes to exempt individuals who live outside the city limits who, transport those items known as “white goods” directly to the Columbia County - Winfield Solid Waste Facility from payment of a tippage fee;

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1. The fees to be charged for the use of the Columbia County - Winfield Solid Waste Facility are hereby amended as follows:

	(CURRENT)	(PREVIOUS)
a. <u>Class I</u> - waste classified as the following; residential household food waste, commercial food waste, office trash, road side litter, paper, CCA-pressure treated wood and sludge.	\$52.00 ton	\$42.00 ton
b. <u>Class III</u> - waste classified as the following; construction and demolition debris (except as exempted in (d) below) wood, brick, concrete, shingles, yard and lawn waste, fencing, brush and trees, cardboard, furniture, shredded tires, empty buckets, empty paint containers, empty aerosol containers, clothes ,toys and street sweeping debris.	\$37.00 ton	\$28.00 ton
c. <u>Brown Goods</u> - waste classified as the following; small appliances (except as exempted in (d) below) electronic goods, cathode ray tubes found in TV's, all computer components, microwaves and conventional type ovens.	\$70.00 ton	SAME

Resolution Number 2014R-13

Page (2) Two

	(CURRENT)	(PREVIOUS)
d. <u>White Goods / Scrap Metal</u> - waste classified as the following; refrigerators, freezers, stoves, washing machines, clothes dryers, hot water heaters delivered to the Columbia County – Winfield Solid Waste Facility by; Residents who live outside the city limits. Residents who live within the city limits. Businesses	NO CHARGE \$28.00 ton \$28.00 ton	SAME
e. <u>Asbestos and Related Materials-</u>	\$180.00 ton	SAME
f. <u>Tires-</u> (whole - single light truck, car passenger type) (whole - bulk load, semi tires) (shredded - eighth)	\$2.00 each \$115.00 ton Class III rate	\$ 1.50/ SAME
g. <u>Recyclables-</u> items included to be recycled newspaper, aluminum cans, tin cans, soda bottles, milk jugs and cardboard; delivered to the Columbia County - Winfield Solid Waste Facility by; Residents who live outside the city limits. Residents who live within the city limits.	NO CHARGE \$42.00 ton	SAME
h. Any other waste material disposed of which will entail additional or unusual labor requirements from Columbia County - Winfield Solid Waste Facility employees to include separating mixed Class I & Class III loads.	\$5.00 ton in addition to the appropriate tippage fee.	SAME

	(CURRENT)	(PREVIOUS)
i. <u>Mobile Home Disposal-</u>	<u>\$250.00 per side</u>	<u>\$0.00</u>
<u>All appliances, electronics and food waste must be removed. Tires and wheels must be removed after dropping. The tires would be charged at the tire disposal rate. Axles and tongue can be removed after delivery. Frames will not be returned. 24-hr. notice would be required to prepare a location for easy access for customer to remove tires, wheels, axles and tongue. Cannot accept mobile homes during rainy conditions. Title or proof of ownership (free of liens) required.</u>		

2. The rates hereby established shall become effective July 17, 2014 and shall supersede all previously established Columbia County -Winfield Solid Waste Facility fees as provided by Resolution Numbers 79R-36, 81R-15, 81R-22, 87R-19, 90R-17, 90R-53, 92R-16, 95R-43, 95R-76, 2003R-44 and 2014R-46 provided however, that these rates shall not affect any present contracts in which fees are specified until such time as those contracts expire.

PASSED AND ADOPTED in its regular session held on the _____ day of _____, 2014.

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

BY: _____
Ronald Williams, Chairman

ATTEST:

P. DeWitt Cason, Clerk of Court

22

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY
AGENDA ITEM REQUEST FORM

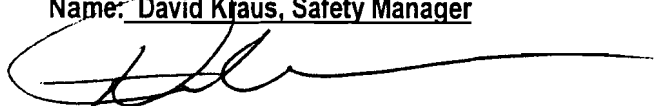
The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 P.M. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: July 8, 2014

Meeting Date: July 17, 2014

Name: David Kraus, Safety Manager

Department: Utilities



1. Nature and purpose of agenda item: To Approve Resolution 2014 R-14 Establishing the 2014 Price Index for Investor Owned Water, Wastewater and Effluent Re-Use Systems in Columbia County of 1.41%

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal Impact on current budget.

Is this a budgeted item? (x) N/A

() Yes Account No. _____

() No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Account: _____	Account: _____	\$ _____

For Use of County Manager Only:

() Consent Item () Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: July 8, 2014

RE: Price Indexing

As the agency responsible for regulating the utility rates of private utility systems in Columbia County, each year, the Columbia County Board of County Commissioners adopts a resolution approving an annual price index for private investor owned utilities. Once adopted, a private regulated utility system can apply for an indexed rate increase without going to the expense of a full blown rate case. This saves the owner as well as the systems customers by keeping down the costs of rate adjustment. If the private system uses the annual index, it keeps the rates in line with inflation, avoiding periodic drastic rate increases.

Traditionally, the County adopts the price index set by the Public Service Commission as the County's index. We recommend that the Columbia County Board of County Commissioners establish by Order the 2014 Price Index as adopted by the Florida Public Service Commission as the 2014 Price Index for Columbia County.

RESOLUTION NO. 2014-R- 19

**A RESOLUTION ESTABLISHING THE 2014 PRICE
INDEX FOR INVESTOR-OWNED WATER,
WASTEWATER, AND EFFLUENT RE-USE SYSTEMS
IN COLUMBIA COUNTY**

WHEREAS, section 118-225 (k)(2) of the Columbia County Code of Ordinances and Florida Statutes Section 367.081(4)(a), enable the Board of County Commissions, on or before March 31 Of each year, to establish by order a price increase or decrease index in costs from the most Recent 12 month historical data available and that the Board of County Commissioners by rule may Establish the procedures to determine such indices and the procedures for the Board or utility may Implement rate adjustments based upon the indices; and

WHEREAS, section 25-30.420(1) of the Florida Administrative Code allows for applications for the price index to be accepted from April 1 of the year the index is established through March 31 of the following year and that Florida Public Service Commission approved a price index for 2014 on January 27, 2014 and sent notice of this approval on March 19, 2014; and

WHEREAS, the Board of County Commissioners wishes to permit investor-owned water, wastewater, and effluent re-use systems to have the option to use the 2014 price index to adjust the rates and charges to its customers without those customers bearing the additional expense of a full rate adjustment proceeding and with these adjustments tied to operational and maintenance costs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY AS FOLLOWS:

Section 1. The Board of County Commissioners establishes by Order the 2014 Price Index as adopted by the Florida Public Service Commission on January 27, 2014 (DOCKET NO. 14005-WS; ORDER NO. PSC-14-0056-PAA-WS) As the 2014 Price Index for Columbia County.

Section 2. Investor owned water, wastewater and effluent re-use systems in Columbia County may apply for a 2014 price index adjustment from April 1, 2014 through March 31, 2015 following the procedures outlined in Resolution Number 2010-R52.

Section 3. The Rule shall be effective immediately.

Adopted this ____th day, _____, 2014.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Ronald Williams, Chairman

ATTEST:

P. DeWitt Cason, Clerk

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 19, 2014
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Michael A. Springer, Public Utilities Supervisor, Division of Accounting & Finance *mas*
RE: Annual reestablishment of price increase or decrease index of major categories of operating costs incurred by water and wastewater utilities pursuant to Section 367.081(4)(a), F.S. – Docket No. 140005-WS

Please include the attached documents into the docket file referenced above.

RECEIVED
14 MAR 19 AM 11:08
COMMISSION
CLERK

STATE OF FLORIDA

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN



MARSHALL WILLES, DIRECTOR
DIVISION OF ACCOUNTING AND FINANCE
(850) 412-6999

Public Service Commission

March 12, 2014

All Florida Public Service Commission
Regulated Water & Wastewater Utilities

Re: Docket No. 140005-WS - 2014 Price Index

Dear Utility Owner:

Since March 31, 1981, pursuant to the guidelines established by Section 367.081(4)(a), Florida Statutes (F.S.), and Rule 25-30.420, Florida Administrative Code (F.A.C.), the Commission has established a price index increase or decrease for major categories of operating costs. The intent of this rule is to insure that inflationary pressures are not detrimental to utility owners, and that any possible deflationary pressures are not adverse to rate payers. By keeping up with index and pass-through adjustments, utility operations can be maintained at a level sufficient to insure quality of service for the rate payers.

Pursuant to Rule 25-30.420(1)(a), F.A.C., all operation and maintenance expenses shall be indexed with the exception of:

- a) Pass-through items pursuant to Section 367.081(4)(b), F.S.;
- b) Any amortization of rate case expense; and
- c) Disallowances or adjustments made in an applicant's most recent rate proceeding.

Upon the filing of a request for an index and/or pass-through increase, staff will review the application and modify existing rates accordingly. If for no other reason than to keep up with escalating costs, utilities throughout Florida should file for this rate relief on an annual basis. Utilities may apply for a 2014 Price Index anytime between April 1, 2014, through March 31, 2015. The attached package will answer questions regarding what the index and pass-through rate adjustments are, how to apply for an adjustment, and what needs to be filed in order to meet the filing requirements. While this increase for any given year may be minor, (see chart below), the long-run effect of keeping current with rising costs can be substantial.

ANNUAL COMMISSION		ANNUAL COMMISSION	
YEAR	APPROVED INDEX	YEAR	APPROVED INDEX
1989	4.35%	2002	2.33%
1990	4.12%	2003	1.31%
1991	4.12%	2004	1.60%
1992	3.63%	2005	2.17%
1993	3.33%	2006	2.74%
1994	2.56%	2007	3.09%
1995	1.95%	2008	2.39%
1996	2.49%	2009	2.55%
1997	2.13%	2010	0.56%
1998	2.10%	2011	1.18%
1999	1.21%	2012	2.41%
2000	1.36%	2013	1.63%
2001	2.50%	2014	1.41%

Please be aware that pursuant to Section 837.06, F.S., whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Our staff is available at (850) 413-6900 should you need assistance with your filing. If you have any questions, please do not hesitate to call.

Sincerely,



Marshall Willis
Director

Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Annual reestablishment of price increase or decrease index of major categories of operating costs incurred by water and wastewater utilities pursuant to Section 367.081(4)(a), F.S.	DOCKET NO. 140005-WS ORDER NO. PSC-14-0056-PAA-WS ISSUED: January 27, 2014
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The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

NOTICE OF PROPOSED AGENCY ACTION
ORDER ESTABLISHING 2014 PRICE INDEX
FOR WATER AND WASTEWATER UTILITIES

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

BACKGROUND

Since March 31, 1981, pursuant to the guidelines established by Section 367.081(4)(a), Florida Statutes (F.S.), and Rule 25-30.420, F.A.C., we have established a price index increase or decrease for major categories of operating costs on or before March 31 of each year. This process allows water and wastewater utilities to adjust rates based on current specific expenses without applying for a rate case.

This order calculates the 2014 price index by comparing the Gross Domestic Product Implicit Price Deflator Index for the fiscal year ended September 30, 2012, to the same index for the fiscal year ended September 30, 2013. This same procedure has been used each year since 1995 to calculate the price index. The U.S. Department of Commerce, Bureau of Economic Analysis, released its final third quarter figures on December 20, 2013.

ORDER NO. PSC-14-0056-PAA-WS
DOCKET NO. 140005-WS
PAGE 2

Since March 31, 1981, we have received and processed approximately 3,372 index applications. We have jurisdiction over this matter pursuant to Section 367.081, F.S.

2014 PRICE INDEX

In 1993, the Gross Domestic Product Implicit Price Deflator Index (GDP) was established as the appropriate measure for determining the water and wastewater price index. At this same time, the convention of using a four quarter fiscal year comparison was also established and this practice has been used every year since then.¹ The GDP is prepared by the U.S. Department of Commerce. Prior to that time, the Gross National Product Implicit Price Deflator Index (GNP) was used as the indexing factor for water and wastewater utilities. The Department of Commerce switched its emphasis from the GNP to the GDP as the primary measure of U.S. production.

Pursuant to Section 367.081(4)(a), F.S., this Commission, by order, shall establish a price increase or decrease index for major categories of operating costs incurred by utilities subject to its jurisdiction reflecting the percentage of increase or decrease in such costs from the most recent 12-month historical data available. Since 1995, the price index was determined by using a four quarter comparison, ending September 30, of the Implicit Price Deflator Index in order to meet the statutory deadline. The current price index was determined by comparing the change in the GDP using the four quarter fiscal year comparison ending September 30. This method has been used consistently since 1995 to determine the price index.²

In Order No. PSC-13-0083-PAA-WS, issued February 13, 2013, in Docket No. 130005-WS, in keeping with the practice started in 1993, reiterated the alternatives which could be used to calculate the indexing of utility revenues. Past concerns expressed by utilities, as summarized from utility input in previous hearings, are:

- 1) Inflation should be a major factor in determining the index.
- 2) Nationally published indices should be vital to this determination;
- 3) Major categories of expenses are labor, chemicals, sludge-hauling, materials and supplies, maintenance, transportation, and treatment expense;
- 4) An area wage survey, Dodge Building Cost Index, Consumer Price Index, and the GDP should be considered;
- 5) A broad measure index should be used; and

¹ See Order No. PSC-93-0195-FOF-WS, issued February 9, 1993, in Docket No. 930005-WS, In re: Annual reestablishment of price increase or decrease index of major categories of operating costs incurred by water and wastewater utilities pursuant to Section 367.081(4)(a), F.S.

² See Order No. PSC-95-0202-FOF-WS, issued February 10, 1995, in Docket No. 950005-WS, In re: Annual reestablishment of price increase or decrease index of major categories of operating costs incurred by water and wastewater utilities pursuant to Section 367.081(4)(a), F.S.

- 6) The index procedure should be easy to administer.

Based upon these concerns, we have previously explored the following alternatives:

- 1) Survey of Regulated Water and Wastewater Utilities;
- 2) Consumer Price Index;
- 3) Florida Price Level Index;
- 4) Producer's Price Index - previously the Wholesale Price Index; and
- 5) GDP (replacing the GNP).

Over the past years we have found that the Survey of Regulated Water and Wastewater Utilities should be rejected because using the results of a survey would allow utilities to pass on to customers all cost increases, thereby reducing the incentives of promoting efficiency and productivity. We have also found that the Consumer Price Index and the Florida Price Level Index should be rejected because of their limited degree of applicability to the water and wastewater industry. Both of these price indices are based upon comparing the advance in prices of a limited number of general goods and, therefore, appear to have limited application to water and wastewater utilities.

We further found that the Producers Price Index (PPI) is a family of indices that measures the average change over time in selling prices received by domestic producers of goods and services. PPI measures price change from the perspective of the seller, not the purchaser, and therefore should be rejected. Because the basis for these indices have not changed, the conclusions reached in Order No. PSC-13-0083-PAA-WS continue to apply in this case. Since 1993, we have found that the GDP has a greater degree of applicability to the water and wastewater industry. Therefore, we shall continue to use the GDP to calculate water and wastewater price level adjustments.

The following information provides a historical perspective of the annual price index:

Table 1

<u>Historical Analysis of the Annual Price Index for Water and Wastewater Utilities</u>			
<u>YEAR</u>	<u>COMMISSION APPROVED INDEX</u>	<u>YEAR</u>	<u>COMMISSION APPROVED INDEX</u>
2002	2.33%	2008	2.39%
2003	1.31%	2009	2.55%
2004	1.60%	2010	0.56%
2005	2.17%	2011	1.18%
2006	2.74%	2012	2.41%
2007	3.09%	2013	1.63%

The table below shows the historical participation in the Index and/or Pass-Through programs:

Table 2

<u>Percentage of Jurisdictional Water and Wastewater Utilities Filing for Indexes and/or Pass-Throughs</u>			
<u>YEAR</u>	<u>PERCENTAGE</u>	<u>YEAR</u>	<u>PERCENTAGE</u>
2002	27%	2008	42%
2003	27%	2009	53%
2004	22%	2010	29%
2005	33%	2011	43%
2006	32%	2012	30%
2007	47%	2013	41%

The U.S. Department of Commerce, Bureau of Economic Analysis, released the final third quarter 2013 figures on December 20, 2013. The percentage change in the GDP using the fiscal year comparison ending with the third quarter is 1.41 percent. This number was calculated as follows:

GDP Index for the fiscal year ended 9/30/13	106.778
GDP Index for the fiscal year ended 9/30/12	<u>105.292</u>
Difference	1.486
Divided by 9/30/12 GDP Index	<u>105.292</u>
2014 Price Index	<u>1.41%</u>

ORDER NO. PSC-14-0056-PAA-WS
DOCKET NO. 140005-WS
PAGE 5

NOTICE OF INDEXING REQUIREMENTS

Our staff designed a package (Form PSC/ECR 15 (4/99) and Appendix A), attached hereto as Attachment 1, that details the requirements of our Index and Pass-Through programs. This package has significantly reduced the number of questions regarding what the index and pass-through rate adjustments are, how to apply for an adjustment, and what needs to be filed to meet the filing requirements.

The package presented in Form PSC/ECR 15 (4/99) and Appendix A (Attachment 1) shall be mailed to every regulated water and wastewater utility after the expiration of the Proposed Agency Action (PAA) protest period, along with a copy of the PAA order that has become final. The entire package will also be made available on our website.

In an effort to increase the number of water and wastewater utilities taking advantage of the annual price index and pass-through programs, the attached cover letter (Attachment 2) from the Director of the Division of Accounting and Finance shall be included with the mailing of the PAA order to explain the purpose of the index and pass-through applications and that our staff is available to assist them.

CLOSURE OF DOCKET

Rule 25-22.029(1), F.A.C., contains an exception to the procedural requirements set forth in Rule 28-106.111, F.A.C., providing that "[t]he time for requesting a Section 120.569 or 120.57 hearing shall be 14 days from issuance of the notice for PAA orders establishing a price index pursuant to Section 367.081(4)(a), F.S." Therefore, any protest to the PAA order in this docket shall be filed within 14 days of the issuance of the PAA order, and that any party filing the protest shall be required to prefile testimony with the protest. Upon expiration of the protest period, if a timely protest is not received, the decision shall become final and effective upon the issuance of a Consummating Order. However, this docket shall remain open through the end of the year and be closed upon the establishment of the new docket on January 2, 2015.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Gross Domestic Product Implicit Price Deflator Index shall continue to be used to calculate water and wastewater price level adjustments. It is further

ORDERED that the 2014 price index is 1.41 percent as set forth in the body of this order. It is further

ORDERED that the 2014 Price Index Application, Form PSC/ECR 15 (4/99) shall be used by Commission-regulated water and wastewater utilities to calculate annualized revenue for indexing purposes. It is further

ORDER NO. PSC-14-0056-PAA-WS
DOCKET NO. 140005-WS
PAGE 6

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that any substantially affected person filing a protest to this order shall do so within 14 days of the issuance date of this order. It is further

ORDERED that any substantially affected person filing a protest to this order shall prefile direct testimony with the protest. It is further

ORDERED that in the event this Order becomes final, this docket shall remain open through the end of the year and be closed upon the establishment of the new docket on January 2, 2015.

By ORDER of the Florida Public Service Commission this 27th day of January, 2014

Carlotta S. Stauffer

CARLOTTA S. STAUFFER
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

CMK

ORDER NO. PSC-14-0056-PAA-WS
DOCKET NO. 140005-WS
PAGE 7

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on February 10, 2014.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

FLORIDA PUBLIC SERVICE COMMISSION
 2014 PRICE INDEX APPLICATION
 TEST YEAR ENDED DECEMBER 31, 2013

DEP PWS ID NO. _____	WATER	WASTEWATER
DEP WWTP ID NO. _____		
*2013 Operation and Maintenance Expenses	\$	\$
LESS:		
(a) Pass-through Items:		
(1) Purchased Power		
(2) Purchased Water		
** (3) Purchased Wastewater Treatment		
*** (4) New DEP Required Water Testing		
*** (5) New DEP Required Wastewater Testing		
(6) NPDES Fees		
(b) Rate Case Expense Included in 2013 Expenses		
(c) Adjustments to O & M Expenses from last rate case, if applicable:		
(1)	_____	_____
(2)	_____	_____
Costs to be Indexed	\$	\$
Multiply by change in GDP Implicit Price Deflator Index	_____ .0141	_____ .0141
Indexed Costs	\$	\$
**** Add Change in Pass-Through Items:		
(1)		
(2)		
Divide Index and Pass-Through Sum by Expansion Factor for Regulatory Assessment Fees	_____ .955	_____ .955
Increase in Revenue	\$	\$
***** Divide by 2013 Revenue	_____	_____
Percentage Increase in Rates	% =====	% =====

EXPLANATORY NOTES APPEAR ON THE FOLLOWING PAGE
 PSC/ECR 15 (04/99)

PAGE 1 NOTES

- * This amount must match 2013 annual report.
- ** This may include government-mandated disposal fees.
- *** Daily, weekly, or monthly testing required by the Department of Environmental Protection (DEP) not currently included in the utility's rates. Or additional tests required by the DEP during the 12-month period prior to filing by the utility and/or changes to the frequency of existing test(s) required by the DEP during the 12-month period prior to filing by the utility.
- **** This may include an increase in purchased power, purchased water, purchased wastewater treatment, required DEP testing, and ad valorem taxes, providing that those increases have been incurred within the 12-month period prior to the submission of the pass-through application. Pass-through NPDES fees and increases in regulatory assessment fees are eligible as pass-through costs but not subject to the twelve month rule. DEP water and wastewater testing pass-throughs require invoices. See Rule 25-30.425, F.A.C. for more information.
- ***** If rates changed after January 1, 2014, the book revenues must be adjusted to show the changes and an explanation of the calculation should be attached to this form. See Annualized Revenue Worksheet for instructions and a sample format.

ANNUALIZED REVENUE WORKSHEET

Have the rates charged for customer services changed since January 1, 2013?

- () If no, the utility should use actual revenues. This form may be disregarded.
- () If yes, the utility must annualize its revenues. Read the remainder of this form.

Annualizing calculates the revenues the utility would have earned based upon 2013 customer consumption at the most current rates in effect. To complete this calculation, the utility will need consumption data for 2013 to apply to the existing rate schedule. Below is a sample format which may be used.

CALCULATION OF ANNUALIZED REVENUES*
 Consumption Data for 2013

	Number of Bill/Gal. Sold	X	Current Rates	Annualized Revenues
Residential Service:				
Bills: 5/8"x3/4" meters
1" meters
1 1/2" meters
2" meters
Gallons Sold
General Service:				
Bills: 5/8"x3/4" meters
1" meters
1 1/2" meters
2" meters
3" meters
4" meters
6" meters
Gallons Sold
Total Annualized Revenues for 2013				\$

* Annualized revenues must be calculated separately if the utility consists of both a water system and a wastewater system. This form is designed specifically for utilities using a base facility charge rate structure. If annualized revenues must be calculated and further assistance is needed, contact the Commission Staff at (850)413-6900.

Appendix A

PRICE INDEX ADJUSTMENTS IN RATES

Section 367.081(4)(a), (c), (d), and (e), Florida Statutes
Rule 25-30.420, Florida Administrative Code
Sample Affirmation Affidavit
Notice to Customers

Sections 367.081(4)(a), (c), (d), (e), and (f), Florida Statutes

(4)(a) On or before March 31 of each year, the commission by order shall establish a price increase or decrease index for major categories of operating costs incurred by utilities subject to its jurisdiction reflecting the percentage of increase or decrease in such costs from the most recent 12-month historical data available. The commission by rule shall establish the procedure to be used in determining such indices and a procedure by which a utility, without further action by the commission, or the commission on its own motion, may implement an increase or decrease in its rates based upon the application of the indices to the amount of the major categories of operating costs incurred by the utility during the immediately preceding calendar year, except to the extent of any disallowances or adjustments for those expenses of that utility in its most recent rate proceeding before the commission. The rules shall provide that, upon a finding of good cause, including inadequate service, the commission may order a utility to refrain from implementing a rate increase hereunder unless implemented under a bond or corporate undertaking in the same manner as interim rates may be implemented under s. 367.082. A utility may not use this procedure between the official filing date of the rate proceeding and 1 year thereafter, unless the case is completed or terminated at an earlier date. A utility may not use this procedure to increase any operating cost for which an adjustment has been or could be made under paragraph (b), or to increase its rates by application of a price index other than the most recent price index authorized by the commission at the time of filing.

(c) Before implementing a change in rates under this subsection, the utility shall file an affirmation under oath as to the accuracy of the figures and calculations upon which the change in rates is based, stating that the change will not cause the utility to exceed the range of its last authorized rate of return on equity. Whoever makes a false statement in the affirmation required hereunder, which statement he or she does not believe to be true in regard to any material matter, is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(d) If, within 15 months after the filing of a utility's annual report required by s. 367.121, the commission finds that the utility exceeded the range of its last authorized rate of return on equity after an adjustment in rates as authorized by this subsection was implemented within the year for which the report was filed or was implemented in the preceding year, the commission may order the utility to refund, with interest, the difference to the ratepayers and adjust rates accordingly. This provision shall not be construed to require a bond or corporate undertaking not otherwise required.

(e) Notwithstanding anything herein to the contrary, a utility may not adjust its rates under this subsection more than two times in any 12-month period. For the purpose of this paragraph, a combined application or simultaneously filed applications that were filed under the provisions of paragraphs (a) and (b) shall be considered one rate adjustment.

(f) The commission may regularly, not less often than once each year, establish by order a leverage formula or formulae that reasonably reflect the range of returns on common equity for an average water or wastewater utility and which, for purposes of this section, shall be used to calculate the last authorized rate of return on equity for any utility which otherwise would have no established rate of return on equity. In any other proceeding in which an authorized rate of return on equity is to be established, a utility, in lieu of presenting evidence on its rate of return on common equity, may move the commission to adopt the range of rates of return on common equity that has been established under this paragraph.

25-30.420 Establishment of Price Index, Adjustment of Rates; Requirement of Bond; Filings After Adjustment; Notice to Customers.

(1) The Commission shall, on or before March 31 of each year, establish a price increase or decrease index as required by section 367.081(4)(a), F.S. The Division of the Commission Clerk and Administrative Services shall mail each regulated water and wastewater utility a copy of the proposed agency action order establishing the index for the year and a copy of the application. Form PSC/ECR 15 (04/99), entitled "Index Application", is incorporated into this rule by reference and may be obtained from the Commission's Division of Economic Regulation. Applications for the newly established price index will be accepted from April 1 of the year the index is established through March 31 of the following year.

(a) The index shall be applied to all operation and maintenance expenses, except for amortization of rate case expense, costs subject to pass-through adjustments pursuant to section 367.081(4)(b), F.S., and adjustments or disallowances made in a utility's most recent rate proceeding.

(b) In establishing the price index, the Commission will consider cost statistics compiled by government agencies or bodies, cost data supplied by utility companies or other interested parties, and applicable wage and price guidelines.

(2) Any utility seeking to increase or decrease its rates based upon the application of the index established pursuant to subsection (1) and as authorized by section 367.081(4)(a), F.S., shall file an original and five copies of a notice of intention and the materials listed in (a) through (i) below with the Commission's Division of Economic Regulation at least 60 days prior to the effective date of the increase or decrease. The adjustment in rates shall take effect on the date specified in the notice of intention unless the Commission finds that the notice of intention or accompanying materials do not comply with the law, or the rules or orders of the Commission. The notice shall be accompanied by:

(a) Revised tariff sheets;

(b) A computation schedule showing the increase or decrease in annual revenue that will result when the index is applied;

(c) The affirmation required by section 367.081(4)(c), F.S.;

(d) A copy of the notice to customers required by subsection (6);

(e) The rate of return on equity that the utility is affirming it will not exceed pursuant to section 367.081(4)(c), F.S.;

(f) An annualized revenue figure for the test year used in the index calculation reflecting the rate change, along with an explanation of the calculation, if there has been any change in the utility's rates during or subsequent to the test year;

(g) The utility's Department of Environmental Protection Public Water System identification number and Wastewater Treatment Plant Operating Permit number.

(h) A statement that the utility does not have any active written complaints, corrective orders, consent orders, or outstanding citations with the Department of Environmental Protection (DEP) or the County Health Department(s) or that the utility does have active written complaints, corrective orders, consent orders, or outstanding citations with the DEP or the County Health Department(s).

(i) A copy of any active written complaints, corrective orders, consent orders, or outstanding citations with the Department of Environmental Protection (DEP) or the County Health Department(s).

(3) If the Commission, upon its own motion, implements an increase or decrease in the rates of a utility based upon the application of the index established pursuant to subsection (1) and as authorized by section 367.081(4)(a), F.S., the Commission will require a utility to file the information required in subsection (2).

(4) Upon a finding of good cause, the Commission may require that a rate increase pursuant to section 367.081(4)(a), F.S., be implemented under a bond or corporate undertaking in the same manner as interim rates. For purposes of this subsection, "good cause" shall include:

(a) Inadequate service by the utility;

(b) Inadequate record-keeping by the utility such that the Commission is unable to determine whether the utility is entitled to implement the rate increase or decrease under this rule.

(5) Prior to the time a customer begins consumption at the rates established by application of the index, the utility shall notify each customer of the increase or decrease authorized and explain the reasons therefore.

(6) No utility shall file a notice of intention pursuant to this rule unless the utility has on file with the Commission an annual report as required by Rule 25-30.110(3), F.A.C., for the test year specified in the order establishing the index for the year.

(7) No utility shall implement a rate increase pursuant to this rule within one year of the official date that it filed a rate proceeding, unless the rate proceeding has been completed or terminated.

Specific Authority: 350.127(2), 367.081(4)(a), 367.121(1)(c), 367.121(1)(f), F.S. Law Implemented. 367.081(4), 367.121(1)(c), 367.121(1)(g), F.S. History: New 04/05/81, Amended 09/16/82, Formerly 25-10.185, Amended 11/10/86, 06/05/91, 04/18/99, 12/12/03.

AFFIRMATION

I, _____, hereby affirm that the figures and calculations upon which the change in rates is based are accurate and that the change will not cause _____ to exceed the range of its last
(Utility Name)
authorized rate of return on equity, which is _____.

I, the undersigned/officer of the above-named utility, have read the foregoing and declare that, to the best of my knowledge and belief, the information contained in this application is true and correct.

This affirmation is made pursuant to my request for a 2014 price index and/or pass-through rate increase, in conformance with Section 367.081(4)(c), Florida Statutes.

Further, I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Signature: _____
Title: _____
Telephone Number: _____
Fax Number: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

My Commission expires:

(SEAL)

Notary Public
State of Florida

STATEMENT OF QUALITY OF SERVICE

Pursuant to Rule 25-30.420(2)(h) and (i), Florida Administrative Code,

(Utility Name)

does not have any active written complaints, corrective orders, consent orders, or outstanding citations with the Department of Environmental Protection (DEP) or the County Health Departments.

does have the attached active written complaint(s), corrective order(s), consent order(s), or outstanding citation(s) with the DEP or the County Health Department(s). The attachment(s) includes the specific system(s) involved with DEP permit number and the nature of the active complaint, corrective order, consent order, or outstanding citation.

This statement is intended such that the Florida Public Service Commission can make a determination of quality of service pursuant to Section 367.081(4)(a), Florida Statutes, and Rule 25-30.420(4)(a), Florida Administrative Code.

Name: _____
Title: _____
Telephone Number: _____
Fax Number: _____
Date: _____

NOTICE TO CUSTOMERS

Pursuant to Section 367.081(4)(a), Florida Statutes, water and wastewater utilities are permitted to adjust the rates and charges to its customers without those customers bearing the additional expense of a public hearing. These adjustments in rates would depend on increases or decreases in noncontrollable expenses subject to inflationary pressures such as chemicals, and other general operation and maintenance costs.

On _____,
(date) (name of company)

filed its notice of intention with the Florida Public Service Commission to increase water and wastewater rates in County pursuant to this Statute. The filing is subject to review by the Commission Staff for accuracy and completeness. Water rates will increase by approximately _____% and wastewater rates by _____%. These rates should be reflected for service rendered on or after _____.(date)

PASS-THROUGH RATE ADJUSTMENTS IN RATES

Section 367.081(4)(b), Florida Statutes
Rule 25-30.425, Florida Administrative Code
Waiver Form
Sample Affirmation Affidavit
Notice to Customers

Section 367.081(4)(b), Florida Statutes

(b) The approved rates of any utility which receives all or any portion of its utility service from a governmental authority or from a water or wastewater utility regulated by the commission and which redistributes that service to its utility customers shall be automatically increased or decreased without hearing, upon verified notice to the commission 45 days prior to its implementation of the increase or decrease that the rates charged by the governmental authority or other utility have changed. The approved rates of any utility which is subject to an increase or decrease in the rates or fees that it is charged for electric power, the amount of ad valorem taxes assessed against its used and useful property, the fees charged by the Department of Environmental Protection in connection with the National Pollutant Discharge Elimination System Program, or the regulatory assessment fees imposed upon it by the commission shall be increased or decreased by the utility, without action by the commission, upon verified notice to the commission 45 days prior to its implementation of the increase or decrease that the rates charged by the supplier of the electric power or the taxes imposed by the governmental authority, or the regulatory assessment fees imposed upon it by the commission have changed. The new rates authorized shall reflect the amount of the change of the ad valorem taxes or rates imposed upon the utility by the governmental authority, other utility, or supplier of electric power, or the regulatory assessment fees imposed upon it by the commission. The approved rates of any utility shall be automatically increased, without hearing, upon verified notice to the commission 45 days prior to implementation of the increase that costs have been incurred for water quality or wastewater quality testing required by the Department of Environmental Protection. The new rates authorized shall reflect, on an amortized basis, the cost of, or the amount of change in the cost of, required water quality or wastewater quality testing performed by laboratories approved by the Department of Environmental Protection for that purpose. The new rates, however, shall not reflect the costs of any required water quality or wastewater quality testing already included in a utility's rates. A utility may not use this procedure to increase its rates as a result of water quality or wastewater quality testing or an increase in the cost of purchased water services, sewer services, or electric power or in assessed ad valorem taxes, which increase was initiated more than 12 months before the filing by the utility. The provisions of this subsection do not prevent a utility from seeking a change in rates pursuant to the provisions of subsection (2).

25-30.425 Pass Through Rate Adjustment.

The verified notice to the Commission of an adjustment of rates under the provisions of Section 367.081(4)(b), F.S., shall be made in the following manner:

(1) Prior to an adjustment in rates because of an increase or decrease in purchased utility service, the utility shall file:

(a) A certified copy of the order, ordinance or other evidence whereby the rates for utility service are increased or decreased by the governmental agency or by a water or wastewater utility regulated by the Commission, along with evidence of the utility service rates of that governmental agency or water or wastewater utility in effect on January 1 of each of the three preceding years.

(b) A statement setting out by month the charges for utility services purchased from the governmental agency or regulated utility for the most recent 12-month period.

(c) 1. A statement setting out by month the gallons of water or wastewater treatment purchased from the governmental agency or regulated utility for the most recent 12-month period. If wastewater treatment service is not based on a metered flow, the number of units by which the service is measured shall be stated.

2. A statement setting out by month gallons of water and units of wastewater service sold by the utility for the most recent 12-month period.

(d) A statement setting out by month the gallons of water or wastewater treatment purchased from any other government entity or utility company.

(e) A statement setting out by month the gallons of water pumped or wastewater treated by the utility filing the verified notice.

(f) If the total water available for sale is in excess of 110% of the water sold, a statement explaining the unaccounted for water.

(2) Prior to an adjustment in rates because of an increase or decrease in the charge for electric power the utility shall file with the Commission:

(a) A certified copy of the order, ordinance or other evidence which establishes that the rates for electric power have been increased or decreased by the supplier, along with evidence of the electric power rates of the supplier in effect on January 1 of each of the three preceding years.

(b) A schedule showing, by month, the charges for electric power and consumption for the most recent 12 month period, the charges that would have resulted had the new electric rates been applied, and the difference between the charges under the old rates and the charges under the new rates.

(c) A statement outlining the measures taken by the utility to conserve electricity.

(3) Prior to an adjustment in rates because of an increase or decrease in ad valorem taxes the utility shall file with the Commission:

(a) A copy of the ad valorem tax bills which increased or decreased and copies of the previous three years' bills; if copies have been submitted previously, a schedule showing the tax total only is acceptable; and

(b) A calculation of the amount of the ad valorem taxes related to that portion of the water or wastewater plant not used and useful in providing utility service.

(4) Prior to an adjustment in rates because of an increase or decrease in the costs of water quality or wastewater quality testing required by the Department of Environmental Protection (DEP), or because of an increase or decrease in the fees charged by DEP in connection with the National Pollutant Discharge Elimination System Program, the utility shall file with the Commission:

(a) A copy of the invoice for testing;

(b) Calculation of the amortized amount.

(5) In addition to subsections (1), (2), (3), and (4) above, the utility shall also file:

(a) A schedule of proposed rates which will pass the increased or decreased costs on to the customers in a fair and nondiscriminatory manner and on the basis of current customers, and a calculation showing how the rates were determined;

- (b) A statement, by class of customer and meter size, setting out by month the gallons of water and units of wastewater service sold by the utility for the most recent 12 month period. This statement shall not be required in filings for the pass through of increased regulatory assessment fees or ad valorem taxes;
 - (c) The affirmation reflecting the authorized rate of return on equity required by Section 367.081(4)(c), F.S.;
 - (d) A copy of the notice to customers required by subsection (7) of this rule;
 - (e) Revised tariff sheets reflecting the increased rates;
 - (f) The rate of return on equity that the utility is affirming it will not exceed pursuant to Section 367.081(4)(c), F.S.; and
 - (g) The utility's DEP Public Water System identification number and Wastewater Treatment Plant Operating Permit number;
- (6) The amount authorized for pass through rate adjustments shall not exceed the actual cost incurred and shall not exceed the incremental increase or decrease for the 12-month period. Foregone pass through decreases shall not be used to adjust a pass through increase below the actual cost incurred.
- (7) In order for the Commission to determine whether a utility which had adjusted its rates pursuant to Section 367.081(4)(b), F.S., has thereby exceeded the range of its last authorized rate of return, the Commission may require a utility to file the information required in Rule 25-30.437, F. A. C., for the test year specified.
- (8) Prior to the time a customer begins consumption at the adjusted rates, the utility shall notify each customer of the increase authorized and explain the reasons for the increase.
- (9) The utility shall file an original and five copies of the verified notice and supporting documents with the Division of Economic Regulation. The rates shall become effective 45 days after the official date of filing. The official date of filing for the verified notice to the Commission of adjustment in rates shall be at least 45 days before the new rates are implemented.

Specific Authority 350.127(2), 367.121(1)(c), (f) FS. Law Implemented 367.081(4), 367.121(1)(c), (g) FS. History-New 6-10-75, Amended 4-5-79, 4-5-81, 10-21-82, Formerly 25-10.179, Amended 11-10-86, 6-5-91, 4-18-99.

ORDER NO. PSC-14-0056-PAA-WS
DOCKET NO. 140005-WS
PAGE 20

Attachment 1
Page 13 of 15

WAIVER

_____ hereby waives the right to implement a pass-through rate increase within 45 days of filing, as provided by Section 367.081(4)(b), Florida Statutes, in order that the pass-through and index rate increase may both be implemented together 60 days after the official filing date of this notice of intention.

Signature: _____

Title: _____

(To be used if an index and pass-through rate increase are requested jointly.)

AFFIRMATION

I, _____, hereby affirm that the figures and calculations upon which the change in rates is based are accurate and that the change will not cause _____ to exceed the range of its last

(Utility Name)
authorized rate of return on equity, which is _____.

I, the undersigned/officer of the above-named utility, have read the foregoing and declare that, to the best of my knowledge and belief, the information contained in this application is true and correct.

This affirmation is made pursuant to my request for a 2014 price index and/or pass-through rate increase, in conformance with Section 367.081(4)(c), Florida Statutes.

Further, I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Signature: _____
Title: _____
Telephone Number: _____
Fax Number: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

My Commission expires:

(SEAL)

Notary Public
State of Florida

NOTICE TO CUSTOMERS

Pursuant to Section 367.081(4)(b), Florida Statutes, water and wastewater utilities are permitted to pass through, without a public hearing, a change in rates resulting from: an increase or decrease in rates charged for utility services received from a governmental agency or another regulated utility and which services were redistributed by the utility to its customers; an increase or decrease in the rates that it is charged for electric power, the amount of ad valorem taxes assessed against its used and useful property, the fees charged by the Department of Environmental Protection in connection with the National Pollutant Discharge Elimination System Program, or the regulatory assessment fees imposed upon it by the Commission; and costs incurred for water quality or wastewater quality testing required by the Department of Environmental Protection.

On _____, _____
(date) (name of company)

filed its notice of intention with the Florida Public Service Commission to increase water and wastewater rates in _____ County pursuant to this Statute. The filing is subject to review by the Commission Staff for accuracy and completeness. Water rates will increase by approximately _____% and wastewater rates by _____%. These rates should be reflected on your bill for service rendered on or after _____.(date)

If you should have any questions, please contact your local utility office. Be sure to have your account number handy for quick reference.

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 6/20/14

Meeting Date: 7/17/14

Name: Paulette M. Lord

Department: Tourist Development

Division Manager's Signature: *Pen Scott*

1. Nature and purpose of agenda item: Request by the Columbia County Tourist Development Council to pay Babe Ruth Baseball \$7834.00 for 2 golf carts. These golf carts would be used exclusively for tournaments and special events.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. 107-5290-552.30-52
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

For Use of County Manger Only:

[] Consent Item [] Discussion Item

Memo

Date: May 27, 2014
To: Ray Hill, Purchasing Director
From: Paulette M. Lord, Marketing Director
RE: Babe Ruth Baseball purchase of golf carts

At a November 19, 2013 meeting of the Sports Committee, Clint Pittman requested the Tourist Development Council purchase golf carts for tournament use.

Excerpt from the meeting minutes:

McDuffie has donated golf carts in the past and they have been used by the tournament hosts to run back and forth between fields, one of the carts suffered a broken windshield. McDuffie and other organizations receive sponsorship banners for their donation. This does not cover the costs of repairs. Dale Williams stated the TDC should invest in carts to handle this request; this is not a County issue. Dale asked Clint to be specific; battery or gas powered carts. Kim Duffiney recommended purchasing a cart that can carry more passengers and equipment. Jessica Langley stated, you definitely need some type of dump bed. Clint stated, the host carts are what we need.

At the December 17, 2013 meeting, Harvey Campbell was present and reported on the golf carts. Excerpt from the meeting minutes:

Harvey Campbell reported that the TDC is going to move forward with the purchase of 2 golf carts for the Landscape and Parks department. Clint is getting 3 quotes.

During the Columbia County Tourist Development Council meeting on January 15, 2014, Harvey Campbell asked the TDC board to approve paying for the golf carts – he submitted 2 invoices from McDuffie totaling \$10,000.00. The golf carts were purchased from McDuffie in good faith by Lake City Babe Ruth Baseball. Unfortunately Columbia County Purchasing Policy was not followed – no quotes were collected.

The Columbia County Tourist Development Council approved purchase after the fact and is now suggested paying Lake City Babe Ruth for the amount which would have been the lowest quote for golf carts like those purchased from McDuffie.

**Lake City/Columbia County Youth
Baseball, Inc.**

PO Box 1845
Lake City, FL 32055

INVOICE



INVOICE #1401
DATE: MAY 14, 2014

TO:
Columbia County Tourist Development
P.O. Box 1847
971 W. Duval Street, Suite 145
Lake City, FL 32055

DESCRIPTION	AMOUNT
2007 Club Car Precedent Golf Cart	\$5,500.00
2008 Club Car DS Golf Card	\$4,500.00
TOTAL	\$10,000.00

If you have any questions concerning this invoice, contact Jack Muenchen, 755-0877

Thank you for your business!

BUYER'S ORDER



1366 West U.S. 90 • Lake City, FL 32055
 Phone: 386-752-2500
 Fax: 386-752-6755

Date 12/16/13

OFFER FOR NEW / USED ATV

PURCHASER Columbia County HOME PHONE _____
 ADDRESS _____ CELL PHONE _____
 CITY _____ STATE _____ ZIP _____ FAX 719-7544
 DATE OF BIRTH _____ DATE OF BIRTH _____
 SOCIAL SECURITY NO. _____ SOCIAL SECURITY NO. _____
 DRIVER'S LICENSE NO. _____ DRIVER'S LICENSE NO. _____

ATV 2008
 DESCRIPTION: MAKE/MODEL Club Car DS
 SERIAL NO. []
 ATV: MAKE/MODEL: _____
 SERIAL NO. []
 ATV: MAKE/MODEL: _____
 SERIAL NO. []
 PACKAGE PRICE: _____

- ACCESSORIES:
- Complete Refurbish
 - Lift Kit
 - Aluminum Wheels
 - Rear Fold Down Seat
 - Kawasaki Gas Motor
 - New Battery
 - Headlights
 - Tail Lights
 -
 -

DESCRIPTION OF TRADE:
 ATV/PWC _____
 MAKE/MODEL _____
 TRAILER: _____

Total Vessel & Accessories		
Discount/Rebates		
Total Price	<u>4500</u>	<u>00</u>
Less Trade		
Your Investment		
Administration Fee <u>N/C</u>	99	00
Sales Tax	<u>Gov</u>	<u>+</u>
Owing on Trade-In		
Sub-Total		
Down Payment/Deposit		
Total Amount Financed		
Buyer's Approval: _____		
Sales Representative: _____		

0 item(s) in your cart totaling \$0.00
View Cart Checkout

Home Special Offers Log In Account Checkout Basket Picture Gallery

Home > Golf Carts > Club Car Golf Carts > Gas Carts > 2008 Club Car DS Gas (Green or Beige)

Financing Available

CATEGORIES

- 4 X 4
- Accelerator Pedals and Parts
- Air Filters, Filter Housings and Components
- Battery Components
- Beds & Towing
- Belts
- Body & Trim
- Brakes
- Cables
- Carburetor & Cables
- Cargo Boxes
- Chargers and Charger Components
- Clutches
- Controllers
- Deal of the Week
- Direction Selector
- Dress Up Parts
- Electric Motors and Parts
- Electrical System
- Enclosures
- Engine & Muffler
- Fuel System
- Golf Cart Accessories
- Golf Carts
- Club Car Golf Carts
- Electric Carts
- Gas Carts
- Golf Cart Head Light Kits
- Hunting
- Lift Kits
- Lift Reading
- Package Deals
- Performance Parts
- Radios and Overhead Consoles
- Seat Seat Kits And Accessories

2008 Club Car DS Gas (Green or Beige)



Click to enlarge

Price: \$4,260.00
 Availability: Out Of Stock
 Model: 08ccdsplkwcbgas
 Manufacturer: Club Car
 Average Rating: Not Rated

Available Options:

Color: Green - |

Qty: 1

Add to Cart



Pricing is valid for internet sales only. In store pricing may vary.

Description	Additional Images	Reviews (0)	Related Products
-------------	-------------------	-------------	------------------

2008 Club Car DS Gas (Green or Beige)
 6" Spindle Lift Kit with 22x11.00-10 All Terrain Tires on 10x8 Tan Steel Wheels
 Top
 Cargo Box
 All of our carts are run through our shop and checked from head to toe
 We can put any accessory on our carts, if this cart is not what you are looking for, give us a call 1-888-554-1501
 We can also paint any of our carts any color you want, for a small fee
 No shipping on this item

There are no reviews for this product.

Write Review

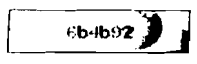
Your Name:

Your Review:

Note: HTML is not translated!

Rating: Bad Good

Enter the code in the box below:



Continue

Golf Cart - 4,260.00
Lift Kit - 328.50
Total - 4,588.50

270-563-4183



Parts All Products Rentals About Us

Home > All Golf Carts > Used Carts > Club Car > Gas > 2008 Club Car DS Gas New Black Body, Lights

2008 Club Car DS Gas New Black Body, Lights

search

BROWSE PRODUCTS

All Golf Carts

- New Carts
- Used Carts
- Club Car
- Gas
- Electric

E-Z GO
Yamaha

- Custom Carts
- Utility Carts
- Lifted Carts

Accessories

Tires & Wheels

Parts

BROWSE BY MANUFACTURER

- Club Car
- EZGO
- Yamaha
- All manufacturers



2008 Club Car DS Gas, New Black Body with Lights, New Custom Black and Silver Seats, New Fairway Alloys Aluminum Wheels and Tires

\$4,495.00 tax excl.

Quantity :

3 items in stock

Warning: Last items in stock!

Notice: shipping is currently unavailable for all items in this store. In-store pickup only. If you need a product shipped via UPS or freight, please contact us at 270-563-4183

ADD TO CART

2008 Club Car DS Gas, New Black Body with Lights, New Custom Black and Silver Seats, New Fairway Alloys Aluminum Wheels and Tires

Golf Cart - 4,495
 lift kit - 263⁰⁰
 Total - 4,758

Home > Club Car Golf Cart Accessories > Lift Kits >
6" A-arm Lift Kit, Club Car DS



6" A-arm Lift Kit, Club Car DS

CODE: asm-c6

Price: \$328.50

Cart Year:

Type:

Gas

Electric

Quantity:

Description Send to friend Reviews

Shipping

True independent suspension - Stronger than the Z-bracket and spindle lifts. Fully adjustable wheel camber - lengthens wheel base. More clearance for larger tires - Easy bolt-on design; no welding or cutting. Easier to install than other lifts. Step by step instructions. Kit includes everything needed to lift front and back of cart.

Please include in the comments the color of the spindle bearing dust caps if your cart year is 2003.

Are you ready for the change of weather? Do you need protection? Come check out all the Golf Cart Enclosures we have for your cart. Don't be left out in the weather without an enclosure for your cart. See our line of long-lasting weather-resistant Sunbrella enclosures.



[REQUEST A QUOTE](#)

[REQUEST PARTS](#)

[REQUEST SERVICE](#)

[SPECIALS SIGNUP](#)



[Home](#)

[Products](#)

[Inventory](#)

[New Electric](#)

[New Gas](#)

[Used Electric](#)

[Used Gas](#)

2005 Yamaha G22 Gas 4 Passenger Golf Car

[Utility Cars](#)

[Services](#)

[Rentals](#)

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[Specials](#)

[Corp./Team/Theme](#)



2007 Club Car Precedent Baby Blue Gas Golf Car



Make: Club Car
Model: Precedent
Year: 2007
Price: \$3,250
Location: IA



- New Baby Blue Body
- New Seats
- Custom Pin Striping
- Used Windshield

Golf Cart - 3,250.00

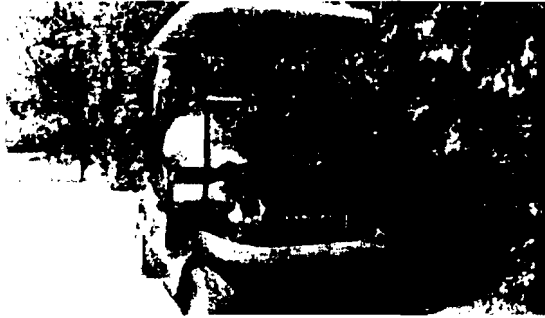
Lift Kit - 337.25

TOTAL - 3,587.25

In Iowa:
155 N. Crescent Ridge
Dubuque, IA 52003
Phone: (563) 582-7390
Fax: (563) 582-6863

In Illinois:
519 Heartland Drive
Suite A
Sugar Grove, IL 60554
Phone: (630) 466-5239
Fax: (630) 466-5266

In Wisconsin:
13900 Leetsbir Road
Sturtevant, WI 53177
Phone: (262) 886-2916
Fax: (262) 398-1803



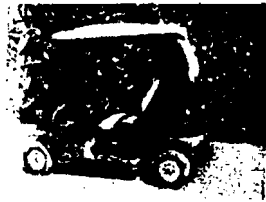
Year: 2007 Make: Club Car Model: Precedent Drive: Gas

Stock Number:

Sale Price: \$2995

Features: This is a very nice 2007 Club Car Precedent gas powered golf cart. The seats are tan and it has a tan roof and a folding windshield. It also has a club protector that folds out in the back and a covered container mounted on the rear sidepost to hold whatever items you need. It has good tread on the tires as well. This golf cart runs very well and the body is in fair condition with some normal scuffs on the body and trim.

We can add a rear seat, light kit, windshield, lift kit or custom wheels and tires to any of our carts. Let us know what you want. We can build it!



Golf Cart - 2,995⁰⁰

Lift Kit - 339⁰⁰

Total - 3,334⁰⁰

Only \$849!



Lift Kit Combo

FREE SHIPPING!

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Suwannee River Economic Council, Inc.
Post Office Box 70
Live Oak, Florida 32064

ADMINISTRATIVE OFFICE - PHONE (386) 362-4115
FAX (386) 362-4078
E-Mail: mattpearson@suwanneec.net

MEMORANDUM

TO: Stephen E. Bailey, Chairman
Columbia County Board of County Commissioners

FROM: Matt Pearson, Executive Director
Suwannee River Economic Council, Inc. *MP*

DATE: June 26, 2014

SUBJECT: SHIP Funding Certification

*7/11/14 return
Return Copy to Me -
7/17/14 Agenda -*

Enclosed please find the SHIP Program Fiscal Year 2014-2015 Funding Certification for your review and signature. Columbia County has been allocated \$354,491 for Fiscal Year 2014-2015. The allocation for administrative fees is 10%. As with FY 2013-2014, 20% of the total allocation is to be used for those with special needs with a priority on those with developmental disabilities.

Please approve and sign the certification form and return it to Suwannee River Economic Council, Inc., PO Box 70, Live Oak, FL 32064. It will then be forwarded to Florida Housing Finance Corporation.

If you have any questions, please do not hesitate to contact Chuck Hewett, SHIP Program Coordinator at (386) 362-4115 Ext. 242.

MP/ch c #

SERVING

BRADFORD - COLUMBIA - DIXIE - GILCHRIST - HAMILTON - LAFAYETTE - LEVY - MADISON - PUTNAM - SUWANNEE - TAYLOR - UNION

"This institution is an equal opportunity provider and employer."

**State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2014-2015 Funding Certification**

Name of Local Government

Columbia County

Projected Allocation*

\$354,491

**See estimated allocation chart attached to this document. Funds are subject to approval of the Governor and transfer of funds to Florida Housing Finance Corporation.*

Strategies	Does this strategy serve: HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total \$ Amount to be Expended
Purchase Assistance for Existing Homes with Rehabilitation	HO	Exist	*	\$200,000
Emergency Repairs of Owner-occupied Homes	HO	Exist	*	\$119,042
				\$
				\$
				\$
Total must equal total allocation for 2014-2015 minus administrative costs				\$319,042
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met:				
<i>*Special needs will be prioritized during the application process.</i>				

Legislative Proviso Language

From the funds in Specific Appropriation 2247, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2014-2015 Funding:

Columbia County Board of County Commissioners agrees that:

Local Government Name

1. The city/county has read and understands the legislative language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2014-2015 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2014-2015 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.

Authorized Signature:

Name

Signature

Date: _____

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org



Ronnie Brannon, Tax Collector

25
RECEIVED

Proudly Serving The People of Columbia County

135 NE Hernando Ave., Suite 125 • Lake City, Florida 32053-4006

(386) 758-1077 • (386) 719-7462 Board of County Commissioners
Columbia County

7/17/14
Agenda

June 18, 2014

Honorable Ronald Williams, Chairperson
Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056

HAND DELIVERED

Re: 2013 Recapitulation of Errors and Insolvencies

Dear Chairperson Williams,

Attached you will find the DR 505 Recapitulation of Errors and Insolvencies for the 2013 tax roll collected by this office. The Statutes require the Board to examine, sign, and return the original to our office. Also included is a copy of the DR 502 Recapitulation sent to the Department of Revenue.

Please do not hesitate to call if you have any questions or concerns.

Sincerely,

Ronnie Brannon, Tax Collector
Proudly Serving The People Of Columbia County

RB/kk

RECAPITULATION

DR505

1.

I, RONNIE BRANNON, Tax Collector of Columbia County, Florida, hereby certify that the within and foregoing is a true list of all; ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year 2013; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2013 Assessment Roll in the following amounts:

Errors	\$	<u>76,698</u> **
Double Assessment	\$	(228)
Discounts	\$	(1,547,001)
Federal Bankruptcies/Litigation	\$	(27,719)
Special Assessment Corrections	\$	(579,483)
Gov't Sale	\$	(1,700)

** The Error Adjustment is a positive number this year due to Payment In Lieu of Taxes from the Department of Corrections in the amount of \$93,995.84. This payment was handled through our office this year.

TOTAL \$ **(2,079,433)**

Dated this 18th day of June, 2014.



Ronnie Brannon
Columbia County Tax Collector

WE, the undersigned members of the Board of County Commissioners for the County of Columbia, Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from this list and made a separate list of such items, which in our judgment should be collected by the Tax Collector; that to the best of our knowledge, information and belief such list is now correct, just and legal and Honorable RONNIE BRANNON, Tax Collector, is therefore entitled to credit on the account of said list for the following amounts:

Errors	\$	<u>76,698</u>
Double Assessment	\$	(228)
Discounts	\$	(1,547,001)
Federal Bankruptcies/Litigation	\$	(27,719)
Special Assessment Corrections	\$	(579,483)
Gov't Sale	\$	(1,700)

TOTAL \$ **(2,079,433)**

Dated this 18th day of June, 2014.

ATTEST:

Clerk

Chairman

Member

Member

Member

Member

2013 CORRECTION BY ADJUSTMENT / STATUS CODE

	REAL ESTATE CORRECTION	TOTAL	REAL ESTATE	TANGIBLE	RAILROAD
1	EXEMPT NOT GRANTED	\$ (12,604)	\$ (12,520)	\$ (84)	\$ -
3	TYPOGRAPHICAL ERROR	\$ (6)	\$ (6)	\$ -	\$ -
8	CLERICAL ERROR	\$ (17,481)	\$ (16,213)	\$ (1,267)	\$ -
13	DOUBLE ASSESSMENT	\$ (228)	\$ (228)	\$ -	\$ -
15	OTHER ERROR	\$ 4,925	\$ 1,260	\$ 3,665	\$ -
83	ADDITION TO SA ROLL	\$ 6	\$ 6	\$ -	\$ -
AR	ADDITION TO ROLL	\$ 100,585	\$ 100,585	\$ -	\$ -
GS	GOV'T SALE	\$ (1,700)	\$ (1,700)	\$ -	\$ -
HB	HX BACK ASSESSMENT	\$ 1,273	\$ 1,273	\$ -	\$ -
	TOTAL NON SA CORR	\$ 74,770	\$ 72,456	\$ 2,313	\$ -
2013 SPECIAL ASSESSMENT CORRECTION BREAKDOWN					
	REASON	TOTAL	FIRE	GAR	CITY FIR
8	CLERICAL ERROR	\$ (817)	\$ (560)	\$ -	\$ (257)
70	VACANCY	\$ (98,405)	\$ (22,870)	\$ (53,777)	\$ (21,759)
71	DOR RATE CHANGE	\$ (42,697)	\$ (22,099)	\$ (20,284)	\$ (314)
72	ERROR SQ FT	\$ (347)	\$ (347)	\$ -	\$ -
74	CLERICAL ERROR	\$ (6,650)	\$ (1,864)	\$ (708)	\$ (4,079)
75	MULTIPLE ERROR	\$ (7,657)	\$ (5,498)	\$ (2,123)	\$ (37)
76	SPLIT OUT	\$ (1,348)	\$ (997)	\$ (193)	\$ (157)
77	INDIGENT	\$ (307,324)	\$ (149,009)	\$ (141,205)	\$ (17,110)
78	DOUBLE ASSESSMENT	\$ (376)	\$ (183)	\$ (193)	\$ -
79	ADJOINING PROPERTY	\$ (56,865)	\$ (56,286)	\$ (579)	\$ -
80	WASTE EXEMPTION	\$ (53,647)	\$ (1,024)	\$ (52,623)	\$ -
81	PART'L WASTE EXEMPT	\$ (804)	\$ -	\$ (804)	\$ -
83	ADDITION TO SA ROLL	\$ 9,760	\$ 5,127	\$ 4,439	\$ 194
84	VACATION RATE	\$ (627)	\$ -	\$ (627)	\$ -
85	OTHER ERROR SA	\$ (91)	\$ (54)	\$ -	\$ (37)
AR	ADDITION TO ROLL	\$ (54)	\$ (54)	\$ -	\$ -
GS	GOV'T SALE	\$ (134)	\$ (134)	\$ -	\$ -
MS	MINI-STOR RECLASSIFY	\$ (11,207)	\$ (11,207)	\$ -	\$ -
TS	T.S. DEBBY ADJSTMNT	\$ (193)	\$ -	\$ (193)	\$ -
	TOTAL SA CORRECTIONS	\$ (579,483)	\$ (267,058)	\$ (268,869)	\$ (43,556)
	TOTAL CORRECTIONS	\$ (504,713)	\$ (194,602)	\$ (266,556)	\$ (43,556)
	BK	\$ (23,265)			
	LANDS AVAILABLE	\$ (2,174)			
	LITIGATION	\$ (2,280)			
	TOTAL CORRECTIONS	\$ (532,432)			
	DISCOUNTS	\$ (1,547,001)			
	GRAND TOTAL	\$ (2,079,433)			

Tax Collector's Recapitulation of the Tax Roll For Columbia

County, Florida, 2013
(year)

Every space must be filled in.
Where there are spaces that
are not applicable, write "None."

Debits:

	County and Special District Ad Valorem Taxes			All Municipal Ad Valorem Taxes			Total Ad Valorem Taxes
	Real Property (1)	Personal Property (2)	Centrally Assessed Property (3)	Real Property (4)	Personal Property (5)	Centrally Assessed Property (6)	Real, Personal and Centrally Assessed Property (7)
1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	\$43,838,120	\$4,666,114	\$255,152	\$4,100,991	\$577,212	\$7,469	\$ 53,445,057.70
2. Plus Additions to the Roll	\$169,531	\$3,820	\$0	\$1,129	\$917	\$0	\$ 175,396.74
3. Less Subtractions from the Roll Including Rounding Error	(\$632,731)	(\$2,407)	\$0	(\$44,956)	(\$16)	\$0	(\$ 680,110.35)
4. Penalties Collected on Current Roll	\$154,821	\$1,289	\$0	\$17,097	\$163	\$0	\$ 173,369.95
5. Total Taxes Levied on <u>2013</u> Tax Roll (year)	<u>\$ 43,529,740.87</u>	<u>\$ 4,668,815.84</u>	<u>\$ 255,152.28</u>	<u>\$ 4,074,260.60</u>	<u>\$ 578,275.27</u>	<u>\$ 7,469.18</u>	<u>\$ 53,113,714.04</u>

Credits:

6. Total Monies Collected (Including Individual Tax Sale Certificates)	\$42,181,408	\$4,502,528	\$244,939	\$3,934,566	\$562,602	\$7,166	\$ 51,433,209.80
7. Discounts Allowed	\$1,251,629	\$159,014	\$10,191	\$111,941	\$13,927	\$298	\$ 1,547,000.71
8. Total Cash Credits on Collections (6 + 7)	<u>\$43,433,037</u>	<u>\$4,661,542</u>	<u>\$255,131</u>	<u>\$4,046,507</u>	<u>\$576,529</u>	<u>\$7,464</u>	<u>\$ 52,980,210.51</u>
9. Warrants Pending		\$7,274			\$1,746		\$ 9,019.73
10. County Tax Sale Certificates	\$70,387		\$0	\$26,351		\$0	\$ 96,737.34
11. Errors and Insolvencies	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0.00
12. Uncollected Taxes Due to Pending Litigation	\$26,317	\$0	\$22	\$1,403	\$0	\$5	\$ 27,746.46
13. Penalties and Interest on Warrants	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0.00
14. Over (—) or Under (+) Collected	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0.00
15. Total Credits (Lines 5 and 15 Should Balance)	<u>\$ 43,529,740.87</u>	<u>\$ 4,668,815.84</u>	<u>\$ 255,152.28</u>	<u>\$ 4,074,260.60</u>	<u>\$ 578,275.27</u>	<u>\$ 7,469.18</u>	<u>\$ 53,113,714.04</u>

Input	
Date Amended	
Date DOR Use Only	

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 6/19/14 Signature [Signature], Tax Collector

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BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 7/10/14

Meeting Date: 7/17/14

Name: Ben Scott

Department: Administration

Division Manager's Signature: _____

1. Nature and purpose of agenda item: Request approval of donation of surplus bleachers to Columbia County

Resources, Inc. The bleachers in question are none compliant for recreational use and are only valued as
scrap to the County.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item

[] Discussion Item

7/17/14
Agenda



Columbia County Resources, Inc.

P.O. Box 1376 • Lake City, Florida 32056
Phone (386) 752-8822 • Fax (386) 752-7506

RECEIVED

Sponsors of:

Smokin' Pig Festival
September 19 - 20, 2014

Columbia County Fair
Nov 1 - Nov 9, 2013

Florida Gateway Pro Rodeo
March 14-16, 2014

JUN 20 2014

June 11, 2014

Board of County Commissioners
Columbia County

Dale Williams
County Manager
PO Box 1529
Lake City, Fl. 32056-1529

STEVE BRISCOE
PRESIDENT

DALE PEELER
VICE-PRESIDENT

WANDA JONES
SECRETARY / TREASURER

ROB SUMMERALL
DIRECTOR

WILLIAM "GATOR" MOORE
DIRECTOR

MIKE NELSON
DIRECTOR

TIM MURPHY
DIRECTOR

LAMAR BOOZER
DIRECTOR

LINDA DOWLING
MANAGER

LINDA CREWS
ADMINISTRATIVE ASSISTANT

Ref: Bleachers

Dear Dale,

It has come to our attention that due to recent upgrades with Columbia County Recreation, the county may have surplus bleachers that will not be used.

Columbia County Resources, Inc. is in need of additional bleachers and would like to respectfully request consideration for the use of these bleachers.

As you are aware, we are a nonprofit organization contributed to community functions and events while promoting and supporting tourism. The use of additional bleachers will no doubt enhance our ability with various shows and events.

We realize by accepting and receiving these bleachers, Columbia County Resources, Inc. will take full responsibility in maintaining and up keep.

Thank you for your continuing support and consideration.

Respectfully

Steve Briscoe
President
Columbia County Resources, Inc.

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: June 25, 2014

Meeting Date: July 17, 2014

Name: Debbie Paulson

Department: Library

Division Managers Signature *Ben Scaf*

1. Nature and purpose of agenda item: Request approval to remove items from the Library's Inventory. The list of items is attached.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: -

FROM **TO** **AMOUNT**

For Use of County Manger Only:

Consent Item Discussion Item

Items to be Removed From Inventory

Main Library

Asset #	Item Description	Serial #	Purchase Cost	Acq. Date	Notes**
12118	Workstation	6061515	\$ 2,814.00	1/1/2002	Missing unable to locate Stolen - police report made
9011	Camera	97362188	\$ 995.00	7/1/1994	
Fort White Branch Library					
10144	Laser Scanner	96101500723	\$ 1,750.00	11/1/1997	No longer have Left in old library when when new library built
8545	Circulation Desk-old Library	n/a	\$ 2,130.00	3/1/1994	
West Branch Library					
12389	Quick Scan Laser	SS4117064	\$ 620.00	5/13/2004	Not compatible with new software
12390	Quick Scan Laser	SS4127030	\$ 620.00	5/13/2004	Not compatible with new software
12391	Quick Scan Laser	SS4117058	\$ 620.00	5/13/2004	Not compatible with new software
12671	Eco Smart Disc Scanner	EDRET02534	\$ 3,375.00	9/27/2005	Returned to vendor to receive \$1,000 discount on purchase of new one

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BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: July 9, 2014 Meeting Date: July 17, 2014

Name: Clint Pittman Department: Landscape & Parks

Division Managers Signature [Signature]

1. Nature and purpose of agenda item: Written request attached.

Request to waive field fees for charity baseball tournament. The not for profit, Voices of Children, which supports the Guardian ad Litem, will be hosting a fundraiser baseball tournament August 9-10, 2014, Southside Sports Complex.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? [X] N/A

[] Yes Account No. _____

[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: - _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item



Serving:
Suwannee, Columbia, Lafayette, Madison, Dixie, Taylor, and Hamilton Counties

June 30, 2014

To Columbia County Board of Commissioners,

The non profit, Voices for Children, which supports the Guardian ad Litem of the 3rd Judicial Circuit, will be hosting a charity baseball tournament at the Boys baseball fields in an effort to fundraise for the program. We respectfully request that the fees to rent the fields be waived for this event on August 9th & 10th.

Thank you for your consideration and support of our program.

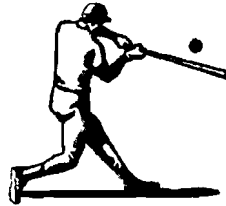
Kind Regards,

**Stephen "Snuffy" Smith
Board President**

SEASON OF ENER

Voices for Children Charity Baseball Tournament

***Come try out your team in their new age bracket ***



August 9th & 10th

Southside Baseball Complex, Lake City, Fl

Straight Double Elimination; Game Balls Provided; USSSA Rules Apply;

Age Brackets: 10U; 11U and 12U (Minimum of four teams per bracket)

Cost: \$300 for 10U teams; \$325 for 11U teams; \$375 for 12U teams

Awards for both First Place and Runner Up in each age bracket

DEADLINE FOR PAYMENT IS: AUGUST 1, 2014

Submit Payment, Team/Coach Names to:

Voices for Children, 885 SW Sister's Welcome Rd., Lake City, Fl 32025

or Contact: Elizabeth Price 386-758-1170 or Stephen "Snuffy" Smith 386-867-1387

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. VOICES FOR CHILDREN STATE REGISTRATION # CH1927

29

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
UTILITY PERMIT

Date: _____ Permit No. _____ County Road _____ Section No. _____

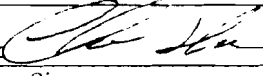
Permittee Corporation of the Presiding Bishop (Church of Jesus Christ of Latter Day Saints)

Address 410-10 Blanding Blvd., Box 258 Telephone Number 904-272-8338
Orange Park, FL 32073-5065 (permittee)

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain a 2" water main within SR 133 (Country Club Road)

Site Address: 909 SE Country Club Road, Lake City, FL 32025

FROM: Arapahoe Street TO: The Church's southern driveway
Christian Thomsen

Submitted for the Utility Owner by: Sr. Facilities Manager  6/13/14
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO (X). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on _____ to the following utility owners Lake City (No letters have been mailed, but a site visit was held with Jason Sparks and Keith Hampton from the City and the main will be permitted through Lake City.)

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

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

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

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

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

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

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

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

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

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

12. Additional Stipulations: _____

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

Submitted By: Christian Thomsen
Permittee

Place Corporate Seal



Signature and Title Facilities Manager

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: *[Handwritten Signature]*

Title: *Operations Manager*

Date: *06-23-14*

Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

Rec'd 6-23-14

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 7/10/14

Meeting Date: 7/17/14

Name: Ben Scott

Department: Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: Approval of revised job description for Human Resource/Community Service Director and reclassification Senior Management for the Florida Retirement system.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

~~For Use of County Manger Only:~~

~~Consent Item Discussion Item~~

DIRECTOR HUMAN RESOURCES/COMMUNITY SERVICES

MAJOR FUNCTION:

Responsible for planning and directing human resources programs including administration, recruitment, selection, training and development, records maintenance, compliance, and departmental support. Develop, implement and administer human resources policies and procedures.

Responsible for coordinating contractual county responsibilities under the Health Care Responsibility Act (HCRA), designated Americans with Disabilities Act (ADA) Officer; ensures compliance in accordance with federal regulations, designated Affirmative Action/Equal Employment Opportunity (AA/EEO) Officer; ensures compliance and maintenance of plan, designated Privacy Official, ensures compliance of federal and state laws that apply to the privacy of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and resource development including Non-Ad Valorem Assessment, and administration and Citizen Support County Parks Organization. Assist with community related special projects, public information/affairs, and the budgetary process for the County.

It is estimated that the workload for this position will be 90% Human Resources and 10% Community Services. This Director level position is directly responsible to the ~~Administrative Manager.~~ Assistant County Manager.

ESSENTIAL FUNCTIONS:

Plan, organize, and direct the work of human resources operations. Provide professional and technical support to county departments in all aspects of human resources management including staff training and development, appraisal and evaluation, orientation, compliance with applicable laws, and employee relations. Develop and implement effective recruitment procedures to target and attract qualified applicants. Responsible for development, implementation, and compliance with policies including Equal Employment Opportunity, Affirmative Action, Veteran's Preference, and Americans with Disabilities Act, administers and monitors legal requirements in accordance with the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act of 1993 (FMLA), participates in employee/labor relations activities and negotiations in behalf of the county, responsible for the development and implementation of policies and procedures relating to privacy of patient health information in accordance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), ensures RED FLAG compliance, administers non ad-valorem special assessments, and administers the disposition of indigent and unclaimed dead bodies in accordance with Florida Statutes 406. Responsible for the establishment and maintenance of Human Resources Information System to include employment and training records, files, payroll transactions, and leave records. Oversee benefits administration including annual/sick leave and insurance. Communicate with employees, department heads, county officials, and citizens regarding human resources

operations.

DIRECTOR HUMAN RESOURCES/COMMUNITY SERVICES
PAGE TWO OF THREE

~~Assist the County in identifying external revenue sources and interact with resource development associations at the federal, state, and local levels. Develop and prepare applications to funding agencies and monitor the budgetary and fiscal guidelines of funded grants. Administer specific grants as required (FRDAP, LWCF, etc.). Administer Non Ad Valorem Assessment program, Citizen Support Organization County Parks Program and related special County projects. Assist in public information/public affairs for the County. Assist in budget preparation process. Direct the preparation and dissemination of information relevant to grant and resource development.~~

NON-ESSENTIAL FUNCTIONS:

Performs other tasks as assigned.

WORK ENVIRONMENT:

The majority of work is performed inside an office at a centrally located desk within a multi-department facility. However, this position requires mobility to attend meetings outside the office and outside of normal working hours. Must perform physical inventories on a department by department basis.

TRAINING AND EXPERIENCE:

Minimum education/experience: graduation from an accredited four-year college or university and two years professional experience in human resources, community services, or professional public employment service in a related area. Professional experience may be substituted for required college training on a year by year basis.

JOB SKILLS:

Knowledge of current techniques and practices used in public human resources management. Knowledge of applicable federal, state, and local laws and regulations governing employment practices. Familiarity with County government functions. ~~Knowledge of grant preparation, management, and administration.~~ Ability to respond clearly and concisely to internal and external inquiries regarding County employment, programs and/or statistics. Ability to present concise written and oral reports and recommendations. Ability to establish priorities, set schedules, and meet deadlines. Ability to work independently without close supervision. Ability to follow oral and written instructions. Ability to establish and maintain effective and professional working relationships with both external and internal constituencies and with representatives of local, state and federal agencies. Ability to use current computer-based programs including word processing, spreadsheets, and information maintenance systems. Ability to maintain confidentiality.

**DIRECTOR HUMAN RESOURCES/COMMUNITY SERVICES
PAGE THREE OF THREE**

ESSENTIAL PHYSICAL ABILITIES/DEMANDS:

Acceptable eyesight (with or without correction), acceptable hearing (with or without correction), ability to communicate both orally and in writing. Light (up to 50 pounds) lifting, walking, standing, bending, stooping, reaching overhead, and climbing. The ability to sit for extended periods of time while performing essential office duties is required. Manual dexterity to operate office machinery is necessary.

PROFESSIONAL LICENSES:

Possession of a valid Florida driver's license.
~~PHR/SPHR certification preferred~~

RESIDENCY REQUIREMENT: This position requires establishment of primary residency in Columbia County within the first six (6) months of employment; however, the County Manager may grant exceptions to this policy on a case-by-case basis.

Pay Grade ~~39~~,128

Exempt - Administrative

BCC Approved: 2/17/05; Revised 09/15/05; Revised 08/02/2006; Revised 06/07/2012
Revised 7/17/14

Legal Notice – To run once per week for two consecutive weeks

Please forward proof of advertisement to Lisa K.B. Roberts, Columbia County Board of County Commissioners, P.O. Drawer 1529, Lake City, Florida 32056-1529 or e-mail lisa_roberts@columbiacountyfla.com

The Columbia County Board of County Commissioners approved adding the position of Human Resources Director to the Senior Management Service Class (SMSC), effective July 9, 2014. This action is in accordance with Florida Statutes, Section 121.055.

SMSD-1
Rev. 8/00
Enrollment

Florida Retirement System
Senior Management Service Class Designated Position Form
P. O. Box 9000
Tallahassee, FL 32315-9000
(850) 488-8837
Toll Free 1-877-377-3675



INSTRUCTIONS

This form should be used only by State Public Defender Offices, State Attorney Offices and local agencies (district school boards, county agencies, community colleges, cities and independent special districts) designating positions to the Senior Management Service Class (SMSC). The positions of Community College President, City Manager, County Manager, appointed School Superintendent and most State government SMSC positions are compulsory and **should not** be designated on this form.

Under the provisions of Section 121.055, Florida Statutes, you may designate positions to be included in the Florida Retirement System's (FRS) SMSC.

The **agency must:**

- Place appropriate notice of intent to designate position(s) in the SMSC in a newspaper of general circulation in the county or counties affected, once a week for two consecutive weeks.
- Complete the section below and submit this form (SMSD-1) to the Division of Retirement.
- Comply with requirements and formula when designating positions to the SMSC.

The **employee(s) must** complete:

- **State Agency Positions** – Form SMS-1, Senior Management Service Optional Annuity Program Ballot/Enrollment Form.
- **Local Agency Positions** – Form SMS-3, Senior Management Service Class Ballot/Enrollment Form for local agency employees.

Agency Name: Columbia County Board of County Commissioners **Agency Number** 22003

	Position Title	*Position Number	**Date Position Effec. In SMSC
1.	Human Resources Director	10105	____/____/____
2.	_____	_____	____/____/____
3.	_____	_____	____/____/____

*Position number should be 1 to 10 numeric digits. Numbers less than 10 digits should be preceded by zeros on your payroll.

**Positions are effective the first of the month following the month the forms are received by the Division.

Please provide the total number of regularly established, filled positions reported by your agency to the Florida Retirement System as of the date the position(s) are being designated to the SMSC:

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Our agency published the notice of intent to include the position(s) in the SMSC in the

Name of Publication: Lake City Reporter Dates Position(s) Advertised: _____

Statement of Certification: I certify that the above position(s) has/have been designated by the employing agency to be included in the Florida Retirement System's SMSC and that the position(s) meet the requirements of Section 121.055, Florida Statutes. Further, I acknowledge the documentation supporting the eligibility of this position(s) for the SMSC is on file in our office.

Agency Head/Designee: _____ **Title:** County Manager **Date:** _____

Section 121.055, Florida Statutes, establishes the Senior Management Service Class and sets forth the criteria for participation. Although the Class was first established February 1, 1987, through subsequent legislation the criteria and requirements have been amended. Outlined below are the SMSC requirements for State and local agencies. Questions concerning the SMSC may be directed, in writing, to the Division of Retirement, P.O. Box 9000, Tallahassee, FL 32315-9000, or by calling (850) 488-8837 or Toll Free 1-877-377-3675

State Agency Senior Management Service Class (SMSC) requirements:

A position included in the SMSC requires the employee filling the position be a compulsory member in the SMSC, unless the incumbent elects in writing within 90 days of employment to participate in the State's Senior Management Optional Annuity Program. The following State positions are included in the SMSC:

Effective 02-01-87: All Senior Management Service positions with a State Agency.

Effective 01-01-90: Executive Director of the Ethics Commission, Auditor General and up to nine managerial or policy making positions within his office, all staff directors of Joint Committees of the Legislature, and up to 75 nonelective positions at the level of Committee Staff Director or higher, or equivalent managerial or policymaking positions within the House of Representatives and Senate as selected by the Speaker of the House of Representatives and President of the Senate, respectively.

Effective 01-01-91: Positions within the Executive Service of the State University System, University Presidents, and State Board of Administration senior managers who have policymaking authority and are so determined by the Governor, Treasurer, and Comptroller.

Effective 01-01-94: State Courts Administrator, Deputy State Courts Administrator, Clerk of the Supreme Court, Marshal of the Supreme Court, Justice Data Center Director, Executive Director of the Justice Administration Commission, Capital Collateral Representative, Clerks of the District Courts of Appeals, Marshals of the District Courts of Appeals, and Trial Court Administrator in each judicial circuit are compulsory positions in the SMSC.

Effective 01-01-94 Additional Designated Positions: The State Attorney and Public Defender in each judicial circuit may designate positions in their offices to the SMSC provided:

- a notice of intent to designate position(s) to the Class is published once a week for two consecutive weeks in a newspaper of general circulation published in the county or counties affected:
- and the full-time positions are nonelective, managerial or policymaking filled by employees who serve at pleasure of the employer without civil service protection, head organizational units or have responsibility to effect or recommend personnel, budget, expenditure, or policy decisions in their area of responsibility.

One nonelective full-time position may be designated for each State Attorney and Public Defender reporting to the Division of Retirement. Offices with 200 or more **filled regularly established** positions may designate additional elective positions provided they do not exceed 0.5 percent of the filled regularly established positions within the agency. A position designated to the SMSC shall not be removed from the Class unless the duties and responsibilities of the position change substantially and the position no longer meets the statutory requirements for SMSC participation or the position is abolished.

Local Agency Senior Management Service Class (SMSC) requirements:

A position included in the SMSC requires an employee filling the position to be a compulsory member of the SMSC, unless the incumbent elects to participate in a local annuity program. An employee of a local agency may make this election at any time while holding a position included in the SMSC. The following positions in local agencies are included in the SMSC:

Effective 01-01-90: Community College Presidents, appointed School Superintendents, County Managers/Administrators, and City Managers/Administrators are compulsory positions in the SMSC.

Effective 01-01-94: Local agency employers may **designate** positions to the SMSC provided:

- a notice of intent to designate positions to the Class is published once a week for two consecutive weeks in a newspaper of general circulation published in the county or counties affected:
- and the full-time positions are nonelective, managerial or policymaking filled by employees that are not subject to a continuing contract who serve at the pleasure of the employer without civil service protection, and who head an organizational unit or have responsibility to effect or recommend personnel, budget, expenditure, or policy decisions in their areas of responsibility.

Ten (10) nonelective full-time position may be designated for each local agency. Effective 06-17-98, local agencies with 100 or more **filled regularly established** positions may designate additional nonelective positions provided they do not exceed 1 percent of the filled regularly established positions within the agency. A position designated to the SMSC shall not be removed from the Class unless the duties and responsibilities change substantially and the position no longer meets the statutory requirements for SMSC participation or the position is abolished.

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EMPLOYEE LEAVE FORM

Dale Williams
NAME (Print or Type)

BCC
DEPARTMENT

TYPE LEAVE REQUESTED:

48 hrs. Vacation
 Sick
 Military

FMLA
 Civil
 Without Pay

Administr.
 Comp Fin
 Personal

FROM:

THROUGH:

8:00
TIME

7/18/2014
DATE

5:00
TIME

7/25/20
DATE

EMPLOYEE COMMENTS:

Dale Williams
EMPLOYEE SIGNATURE

7/11/14
DATE

Fill in below when medical statement is required to substantiate sick leave.

The above named employee was under my professional care during the period stated. From a medical standpoint, his/her condition during this period was such that I consid inadvisable for him/her to report to work.

PHYSICIAN COMMENTS:

PHYSICIAN'S SIGNATURE

DATE

DISPOSITION OF REQUEST:

APPROVED

DISAPPROVED

DEPARTMENT HEAD COMMENTS:

DEPARTMENT HEAD SIGNATURE

DATE

SMALL COUNTY OUTREACH PROGRAM AGREEMENT ADDENDUM

THIS SMALL COUNTY OUTREACH PROGRAM AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Columbia County ("County"), by and through the Columbia County Board of County Commissioners.

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Small County Outreach Program Agreement ("SCOP") previously executed by the parties on November 4, 2013, a copy of which is attached as **Exhibit "A"**; and
2. This Addendum shall be merged into and made part of the SCOP and both documents shall be collectively referred to herein as the "Agreement"; and
3. The sole purpose of this Addendum is to replace subsections A and C of Paragraph 3 (Compensation and Payment) of the SCOP and more particularly define the funding responsibilities of the parties;
4. In the event of any conflict or inconsistency between the SCOP and this Addendum, the provisions of this Addendum shall control.
5. Unless specifically changed by this Addendum, all other terms and conditions of the SCOP shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

1. RECITALS

The above recitals are specifically incorporated herein by reference and made part of this Addendum.

2. EFFECTIVE DATE

The effective date of this Addendum shall be the date the last of the parties to be charged executes this Addendum ("Effective Date").

3. COMPENSATION AND PAYMENT

The Parties agree that subsections A and C of Paragraph 3 of the SCOP will be deleted and the following language will collectively replace subsections A and C as follows:

A. Funding for SCOP projects is a statutorily dictated 75/25% ratio for the Department and County, respectively, as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be met through payment of funds or in-kind services. However, pursuant to Section 288.0656, Florida Statute, Columbia County is eligible for and has requested a Rural Economic Development Initiative ("REDI") waiver for purposes of waiving the required 25% participation. The Department has granted the REDI waiver. Therefore, the Department agrees to fund the Total Project costs in an amount not to exceed Eight hundred twelve thousand Nine hundred forty two dollars and No/100 Dollars (**\$812,942.00**). The Department agrees to reimburse the County in accordance with Paragraph 3(B) of the SCOP.

IN WITNESS WHEREOF, intending to be legally bound, the parties execute this Addendum consisting of two (2) pages.

Florida Department of Transportation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

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

COLUMBIA COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for County

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT
(Project Administered by County)

Financial Project No.: **434622-1-58-01**
Catalog of State Financial Assistance No.: 55009

This Small County Outreach Program Agreement (this "Agreement") is made this 17th day of November, 2013 between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Columbia County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

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

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

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under Financial Project No. **434622-1-58-01**, for widening and resurfacing of Real Road at US 90 and Bascom Norris Drive in Columbia County, Florida, hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. 2013R-49 dated the 17th day of October, 2013, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

1. **SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

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

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

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

Kim Evans, Local Government Coordinator
Program Management – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025-5874

TO COUNTY:

Dale Williams, County Manager
Columbia County Manager's Office
P.O. Box Drawer 1529
Lake City, Florida 32056

2. TERM

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

- i) Design to be completed on or before December 31, 2013.
- ii) Construction contract to be let on or before March 30, 2014.
- iii) Construction to be completed on or before June 30, 2015.

B. The COUNTY agrees to complete the PROJECT on or before **June 30, 2015**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT will fund 75% of the estimated cost of the PROJECT. The total estimated project cost is Eight hundred twelve thousand nine hundred forty two dollars (**\$812,942.00**). If the construction contract bid awarded by the COUNTY exceeds the construction estimate, the DEPARTMENT will participate in 75% of the bid up to 110% of the construction estimate. The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in Paragraph 1.G for approval and processing:

- monthly,
- quarterly,
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. The COUNTY'S matching participation is in the form of:

- Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
- In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in **Exhibit B**.
- Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit N/A.

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

E. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services ("CEI") of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

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

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation – Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation – District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated: "The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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

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

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

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE:** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION:** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

i.

5. COMPLIANCE WITH LAWS

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

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

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

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

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not

required. However, if the COUNTY elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

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

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

- a. The DEPARTMENT at each of the following addresses:

**Jordan L. Green, P.E., Rural Area Transportation Development Engineer
PLEMO Department – MS 2007
1109 South Marion Avenue
Lake City, Florida 32025-5874**

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

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

- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

- a. The DEPARTMENT at each of the following addresses:

**Jordan L. Green, P.E., Rural Area Transportation Development Engineer
PLEMO Department – MS 2007
1109 South Marion Avenue
Lake City, Florida 32025-5874**

- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- iv. The COUNTY, 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, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within **90** days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

C. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

D. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

E. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

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

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

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

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

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

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

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

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this 17th day of October, 2013; by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2013R-49 of the Board on the 17th day of October, 2013, and the DEPARTMENT has executed this Agreement through its District Secretary for District 2, Florida Department of Transportation, this 4th day of November, 2013.

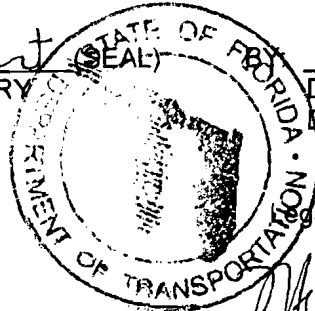
COLUMBIA COUNTY, FLORIDA

ATTEST: P. Dan Williams (SEAL)
CLERK

BY: Joseph E. Bandy
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: Gisa Lambert
EXECUTIVE SECRETARY



Dee Ann
DISTRICT SECRETARY
DISTRICT TWO

District Construction/Maintenance
Engineer Approval:

Legal Review:

Melissa K. Blackwell 10.31.13

Availability of Funds
Approval:

(Date)

EXHIBIT 1

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.009 – Small County Outreach Program (SCOP)	\$812,942.00

Compliance Requirements

1. Allowed: per F.S. 339.2818, Department of Transportation-approved roadway projects involving repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.
2. Per F.S. 339.2818, any county that has a population of 150,000 or less as determined by the most recent official estimate pursuant to F.S. 186.901.
3. Per F.S. 339.2818, the department shall fund 75 percent of the cost of projects on county roads funded under the program. The county's 25 percent share can be funds or in-kind services. Waiver-eligible counties may request, from the Department, a waiver of this match as part of the Rural Economic Development Initiative (REDI).

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY.

Financial Project No.:434622-1-58-01
Catalog of State Financial Assistance No.: 55009

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Columbia County Board of County Commissioners dated November 4, 2013.

PROJECT LOCATION:

The project is referred to as the widening and resurfacing of Real Road at US 90 and Bascom Norris Drive in Columbia County, Florida.

PROJECT DESCRIPTION:

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

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

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

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

The Department's maximum participation is not to exceed **\$812,942.00**.

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

The Honorable Scarlett Frisina, Chair Columbia County BOCC Post Office Drawer 1529 Lake City, Florida 32056	SMALL COUNTY OUTREACH PROGRAM (SCOP)	Financial Project ID: 434622-1-58-01
	SCHEDULE OF FUNDING EXHIBIT "B"	Contract Number:

PROJECT DESCRIPTION

Name: Real Road

Length N/A

Termini: at US 90 and Bascom Norris Drive

Description of Work: Widening and Resurfacing

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (1%)	(3) STATE & FEDERAL FUNDS (100%)
Design <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Construction <u>2009-2010</u> <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> Total Construction Costs	_____ _____ _____ _____ <u>\$ 812,942.00</u> _____	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ <u>\$ 812,942.00</u> _____
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Cost of Project	<u>\$ 812,942.00</u>	_____	<u>\$ 812,942.00</u>

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available. The Small County Outreach Program project (SCOP) statutory percentage is 75/25% as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be accomplished through payment of funds or in-kind services. However, Columbia County is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver for purposes of waiving the required 25% participation requirement outlined in Florida Statutes 339.2818. The Department has granted the REDI waiver.

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2013R-49**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT WITH
COLUMBIA COUNTY, FLORIDA TO WIDEN AND RESURFACE
REAL ROAD AT US 90 AND BASCOM NORRIS DRIVE IN
COLUMBIA COUNTY, FLORIDA.**

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

WHEREAS, Columbia County believes it is in the best interest to facilitate the widening and resurfacing of Real Road at US 90 and Bascom Norris Drive in Columbia County Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 434622-1-58-01.


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

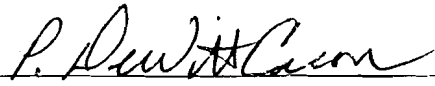
Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 434622-1-58-01, a copy of which is attached hereto and made a part hereof.

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

UNANIMOUSLY PASSED AND ADOPTED by the Board of County Commissioners of Columbia County, Florida, at its regular session on OCTOBER 17, 2013.

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

BY: 
Stephen E. Bailey, Chairman

ATTEST: 
P. DeWitt Cason, Clerk of Court

(SEAL)

1.
COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2013R-49

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT WITH
COLUMBIA COUNTY, FLORIDA TO WIDEN AND RESURFACE
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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, as follows:

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 434622-1-58-01, a copy of which is attached hereto and made a part hereof.

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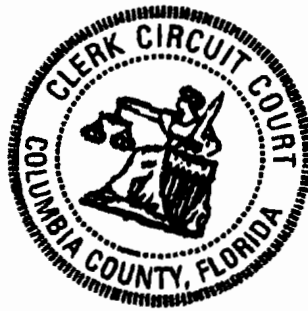
UNANIMOUSLY PASSED AND ADOPTED by the Board of County Commissioners of Columbia County, Florida, at its regular session on OCTOBER 17, 2013.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

BY: *Stephen E. Bailey*
Stephen E. Bailey, Chairman

ATTEST: *P. DeWitt Cason*
P. DeWitt Cason, Clerk of Court

(SEAL)



STATE OF FLORIDA, COUNTY OF COLUMBIA
I HEREBY CERTIFY, that the above and foregoing
is a true copy of the original filed in this office,
P. DEWITT CASON, CLERK OF COURTS
By: *Randa H. Odum*
Deputy Clerk
Date: 10/22/13

gray

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COLUMBIA COUNTY
Board of County Commissioners
Pre-Budget Meeting

Minutes of

May 27, 2014

The Columbia County Board of County Commissioners met at 9:00 a.m. in a Workshop/Special Meeting in the auditorium of the School Board Administrative Complex. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Stephen E. Bailey Rusty DePratter Scarlet Frisina
Ronald Williams Bucky Nash

Others in Attendance: County Manager Dale Williams
Asst. County Manager Ben Scott
Safety Manager David Krauss ("SM")
Operations Manager Kevin Kirby ("OM")
Administrative Manager Lisa Roberts ("AM")
Deputy Clerk Sandy A. Markham
Clerk of Courts DeWitt Cason

The meeting was the third pre-budget workshop. The other two meetings were February 27, 2014 and April 08, 2014.

The goals and objectives of the meeting were to provide both a short and long term overview of major budgetary impacts, review county debt/finances and to obtain any direction from the Commission as to "next steps."

The County Manager gave a PowerPoint presentation that addressed county debt, finances and addressed the impact issues facing the county for Fiscal Year 2014-2015.

Minimal or Non-Impact Issues discussed were:

Animal Control Options

There was a consensus that the Agreement with the Animal Shelter should require an annual report to be submitted to the County Commission accounting for all public funds that have been expended on animal control operations. The agreement would also need to lay out operational standards, or at least have language included that recognizes or references an operations policy that has been reviewed by the Board of County Commissioners.

The draft agreement will be reviewed (in advance) and approved by the Board in a scheduled meeting. Attorney Feagle advised the Commission to begin considering whether Fort White will receive animal control coverage, and whether animal control violations will be handled by a magistrate.

MOTION by Commissioner Nash to authorize County Attorney Feagle to prepare a draft three-year agreement with Animal Control. Second by Commissioner DePratter. The motion carried unanimously.

MOTION by Commissioner DePratter to have Commissioner Nash serve on the Animal Control Board as an ad-hock member. Second by Commissioner Frisina. The motion carried unanimously.

Administrative Space Needs

RECOMMENDATION: To limit any decision on creating administrative space to the current lease payment amount.

Policy Development (Other than employee benefits)

Proposed additions/deletions relating to the sealed bid portion of the county's Purchasing Policy was reviewed (302.2). Also, a section addressing the guidelines for stormwater mitigation property acquisition (302.2.4.8), and a section addressing Right-of-way acquisition guidelines (302.2.4.9) was proposed for inclusion in the Purchasing Policy.

MOTION by Commissioner Nash to revise the presented policy to include local preference being available with no more than a 5% differential from the low bid, but no low bid match being required, and putting into place the \$250,000 cap as to the difference in price. This matter is to be placed on a future agenda for consideration. Second by Commissioner Bailey. The motion carried unanimously.

Non Ad Valorem Assessments as it relates to **street lighting** and **stormwater systems maintenance** were considered. He reminded the Board that the County recently amended the non ad valorem assessment ordinance to provide for street lighting and stormwater systems maintenance. The County Attorney is working with Nabors, Giblin & Nickerson to provide rate structure guidance. There was no recommendation or action.

Community Center Operations Policy. A Uniform Standardization Policy is in the process of being updated for Community Center Boards. The issue of personal liability coverage has been addressed with Directors. A final version of the policy is very close to completion. This is a future agenda item. There was no recommendation.

MOTION by Commissioner Nash to require community centers to submit a detailed financial report to the county each year. Additionally, each center will be required to pay for an

auditor's copulation (prepared by a certified public accountant) every five (5) years. The county will reserve the right to conduct an audit at any time. Second by Commissioner Frisina. The motion carried unanimously.

Workers Comp/Safety Policy. This came as a result of the County's modification rate, which was believed to be unacceptable. This is a work in progress and will be in policy form soon. This is a future agenda item. There was no recommendation.

Warrant Approval Policy. This is a future topic of discussion and will be considered further. This is a future agenda item. There was no recommendation.

Signage Standard Policy. This is a policy in the works that will provide guidelines as it relates to signage. This is a future agenda item. There was no recommendation.

Year End Projects

The following have been identified by staff as "necessary" for "year-end" consideration, though no action was requested:

1. Adjustments to the Stormwater Mitigation Fund
2. Right-of-way Settlement (Bascom Norris Connector)
3. Re-establishing "Resurfacing" funding to the Road Improvement Fund

The following "Year-end" Projects have already been approved by the Board:

1. FY 2012-2013 Bonus Payments
2. School Recreation Improvements
 - a. CHS Softball Complex
 - b. CHS Football Field Renovations
 - c. FWHS Locker Room Improvements
3. Richardson Gym – Bleacher Replacement

The following projects have been submitted for "year-end" consideration:

1. Landscape and Parks - \$79,651 (Equipment Purchases)
2. Sports Advisory Committee- \$73,000 (Replace Playground Equipment)
3. South Columbia Sports Park - \$107,000 (Multi-purpose field)
4. CHS Dugout Club - \$24,000 (Building(s) Repair)
5. Lake City/Columbia County Historical Museum - \$50,000 (Emergency Building Repairs)
6. Recreation Land Purchases
 - a. Southside Community Center - \$?
 - b. South Columbia Sports Park - \$?
7. Countywide Community Center Renovations - \$148,092
8. Deep Creek Community Center - \$125,000 (Expansion of Community Center)
9. Richardson Community Center - \$90,000 (Restroom Improvements)
10. Columbia County Fairgrounds - \$? (Livestock Pavilion Improvements)

11. Southside Recreation Complex - \$84,176 (Safety Netting)

The following additional projects have been requested for funding considerations:

12. Community Center Playground Equipment - \$123,000:

- a. Springville
- b. Five Points Park
- c. Lulu Community Center (Shade Cover)

13. Richardson Community Center - \$36,000 (Basketball Court Renovations)

14. CHS Dugout Club (Amended Request) - \$8,000 (Dugout roof replacement)

15. Frye Road Barrow Pit - \$37,950 (Survey, fence, disposal fees)

16. 128 N.W. Cheryl Glen - \$25,000 (Well/Septic Abandonment, disposal fees, survey, fence)

17. Landscaping & Parks - \$10,000 (Seasonal Temporary Employees (s))

RECOMMENDATION:

1. Approve the following expenditures totaling \$457,693 from FY 12/13 excess fund balance:

- a. Landscape and Parks - \$79,651 (Equipment Purchases)
- b. CHS Dugout Club - \$32,000 (Building Repair)
- c. Countywide Community Center Renovations - \$148,092 (Not included in the motion)
- d. Deep Creek Community Center Expansion - \$125,000
- e. Frye Road Borrow Pit - \$37,950 (Survey, fence and disposal fees)
- f. 128 N.W. Cheryl Glen - \$25,000 (Well/Septic Abandonment, disposal fees, survey, fence)
- g. Landscape & Parks - \$10,000 (Seasonal Temporary Employees (s))

Commissioner Nash asked that prior to approving item "C" that a detailed report be provided to the commissioners on the renovations being proposed for each of the community centers. He asked that item "C" be placed on a future agenda.

MOTION by Commissioner Nash to approve the year-end project recommendation with the exception of item "C" above. Second by Commissioner DePratter for discussion. The motion carried unanimously.

Significant FY 14/15 Economic Impact Issues discussed were:

Percentage Based Budgeting

County Manager Williams said that most of his recommendations will be based on "Percentage based budgeting." He gave an explanation of percentage based budgeting saying that it is a strategy that, through policy, allocates a fixed percentage of "available" revenues to a specific project or need. The percentages are subjective, but are ultimately decided by the Board of County Commissioners who has budget authority. Typically, higher priority projects or needs are allocated higher distribution percentages.

The objectives of this budgeting type are:

- To insure that the County doesn't budget/spend more than it can reasonably pay
- To fund important needs in a reasonable and logical way
- To insure "fairness" in the distribution of revenue for all needs

Road Improvement Needs

There was a review of the gas taxes, Half-Cent Sales Tax, fund balance (via transfers), and cash balance forward in funding road improvement projects was explained. The issue with continued funding of road improvement is that the fund balance and cash balance forward (\$5.2 Million in current fiscal year) will not be available at the same level in future years. "Ideal" road improvement needs were discussed.

RECOMMENDATION: Hold reoccurring funding at current levels, and allocate available fund balance to road improvement needs based on percentage based budgeting.

Storm Water Mitigation Projects

The approved projects are Five Points, Melrose Park, Clay Hole and Cannon Creek. These projects were funded through a \$3,000,000 county appropriation (Stormwater Mitigation Fund). Proposed unfunded projects are:

1. Dry Well #2 – Lake City Country Club
2. Local Match (Grants)
3. Stormwater Collection Systems
 - a. NW Otter Court
 - b. NW Terrace Road

Private Retention Pond Maintenance

With the cooperation of SRWMD, the County may be willing to correct major stormwater issues relating to the following subdivisions: Calloway, Haight-Ashbury, Smithfield and Emerald Cove. Currently the proposed agreement with SRWMD has been tabled. This issue needs to be revisited.

Stormwater Mitigation

RECOMMENDATIONS:

1. The expenses charged to the Stormwater Mitigation Fund (\$813,707 as of 2/27/14) should remain charged to the fund.

2. Project expenses for the County's Stormwater Maintenance crew should be charged to the Stormwater Mitigation Fund for the remainder of FY 13-14. (Approx. \$125,000). It was noted that personal service expenses and basic operating costs of the stormwater maintenance crew are part of the county's annual reoccurring budget. Project expenses are not.
3. Complete the details for restructuring the non ad valorem assessment for stormwater maintenance and develop stormwater projects.
4. Revisit and approve (with revisions if necessary) the agreement with SRWMD, which would correct major stormwater issues in four (4) subdivisions.
5. Allocate available fund balance to stormwater mitigation projects based on percentage based budgeting.

Library Funding

The three (3) branch libraries have been funded over the past several years utilizing Library Equalization Grant reserves. The reserves were completely exhausted in balancing the FY13-14 library budget. Based on the current budget, the revenue shortfall for FY 14-15 will be approximately \$850,000.

RECOMMENDATION: Through the FY 14-15 budget process, try to fund the library deficit utilizing as many budget strategies as possible.

Recreation Enhancements

The following enhancements have been identified for recreation area improvements (does not include previously approved recreation projects).

1. Southside Recreation Complex
 - a. Land for expansion
 - b. Security improvements
 - c. Safety netting
2. South Columbia Recreation Complex
 - a. Land for expansion
 - b. "Multi-purpose" fields improvements
 - c. Security improvements

RECOMMENDATIONS: Allocating available fund balance to recreation enhancement projects based on percentage based budgeting. The percentage will be determined at a future date.

MOTION by Commissioner Nash to accept staff recommendation. Second by Commissioner Frisina. The motion carried unanimously.

Detention Center Repair/Replacement

A history relating to the building, maintenance and renovations was reviewed. Several years ago, when the economy was at its peak, the Public Safety Coordinating Council determined the cost to build a new detention facility is approximately \$36,000,000. This proposal was considered by the Board of County Commissioners, but no action was taken. No study has been conducted to determine what renovations would be necessary at the current detention facility. The Public Safety Coordinating Council will meet again on June 12, 2014 to reconsider the needs and explore options.

RECOMMENDATION: Allocating available fund balance to the repair and/or replacement of the detention center based on percentage based budgeting.

Economic Development

The following projects have been identified as requiring county funding:

Project Breeze (\$180,337)	TIMCO (\$406,000)
Intermodal Park /RACES Site (\$ Unknown)	"Spec" Building (\$ Unknown)
Existing Site Development (\$ Unknown)	Project Incentives (\$ Unknown)

RECOMMENDATION: Allocate available fund balance to Economic Development based on percentage based budgeting.

Communication Improvements

The desired system for countywide use is a P25 (800 Mhz) Communication System. A history and efforts to date were provided.

RECOMMENDATION: Allocate available fund balance to communication improvements based on percentage based budgeting.

MOTION by Commissioner Bailey to accept Staff's recommendation. Second by Commissioner Nash. The motion carried unanimously.

Salary Survey Implementation

A survey has been completed. Additional data has been added to the survey. FRS (retirement) rates are going to impact the Salary Survey due to the rates increasing. The concerns with the survey, and strategies relating to raises were discussed.

RECOMMENDATION: To allocate available funds, based a percentage based budgeting system, for salaries.

MOTION by Commissioner DePratter to accept staff recommendation. Second by Commissioner Nash. The motion carried unanimously.

Policy Development (Related to Employee Benefits)

Pay-for-Performance Policy (Merit). Staff discussed the objectives and issues relating to merit pay.

RECOMMENDATION: Continued development and review of a Pay-for-Performance Policy. The policy will not be complete prior to the start of FY 14-15.

Paid Time Off ("PTO") Policy (Currently the Annual/Sick Leave Policy).

The objective of this type of policy and how it would be applied was explained. There are still several issues that must be worked through relating to such a policy.

RECOMMENDATION: The continued development and review of a PTO policy. The policy will not be complete prior to the start of FY 14-15.

Other

Sheriff Hunter explained to the Board that the Sheriff's Office could not continue operating with the same amount of money as it has been operating with. The Sheriff said that his office is struggling with employee turnover, which he believes is directly related to low pay. He also said that he is short staffed and that deputies are working double shifts.

The Sheriff expressed concern that his employees need raises; a new detention facility and a crime scene building are also needed.

The Sheriff advised that his proposed budget will be submitted on Friday, May 30, 2014, and it will reflect an increase of very close to 5% for the over-all operation of the Sheriff's Office budget. He told the Board that if the Percentage Based Budget does not result in the approximate 5% increase being requested that he will remand the jail back to the Board of County Commissioners effective October 01, 2014. The Sheriff said that this is not something that he wants to do, but it is something that he may have to do.

There was discussion between the Board and the Sheriff.

County Manager Williams voiced that generally speaking, jails are best operated by the Sheriff. Even so, the County must be prepared to deal with the situation should the jail be remanded to them. The County Manager recommended that the County immediately move forward in preparing a Request for Proposals ("RFP") for a company who would be willing to operate the detention facility. Other possibilities will be explored.

Commissioner Williams recognized that offices such as the Clerk of Courts is a fee office, and are forced to live within the revenue it generates. He told Clerk of Courts DeWitt Cason that he was hopeful that Percentage Based Budgeting method would offer fee offices some financial relief. The Clerk assured the Board that his office would work closely with the Board office to help implement the new budget method.

There being no further business, the meeting adjourned at 1:15 p.m.

ATTEST:

P. DeWitt Cason
Clerk of Circuit Court

Ronald Williams, Chairman
Board of County Commissioners

Spay

34

Columbia County
BOARD of COUNTY COMMISSIONERS

June 05, 2014

The Columbia County Board of County Commissioners met in the auditorium of the School Board Administrative Complex in a regularly scheduled meeting at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America followed.

Commissioners in Attendance: Stephen E. Bailey, Rusty DePratter, Scarlet Frisina, Bucky Nash and Chairman Ronald Williams.

Others in Attendance: County Manager Dale Williams ("CM")
Asst. County Manager Ben Scott ("ACM")
Safety Manager David Krauss ("SM")
Operations Manager Kevin Kirby ("OM")
Attorney Marlin Feagle
Deputy Clerk Sandy Markham

Agenda Deletions:

None.

MOTION by Commissioner Frisina to adopt the agenda as presented. Second by Commissioner Bailey. The motion carried unanimously.

Public Comments

Warren Godsmark commented on gas taxes.

L.J. Johnson commented on the Next Level Grant.

Fuel Tax Extension – Ordinance #2014-5

CM Williams gave a Power Point presentation relating to fuel taxes, and Attorney Feagle reviewed the proposed ordinance which addressed the renewal of the 4 cent per gallon Local Option Fuel Tax.

The public hearing opened and the following citizens offered comment: Stewart Lilker, Don Moody and Janak Shukla offered comment. There being no one else desiring to speak, the public hearing closed.

MOTION by Commissioner Bailey to approve Ordinance #2014-5. Second by Commissioner Nash. The motion carried unanimously.

Building & Zoning

The Board considered the Evaluation and Appraisal Report based on amendments to the Columbia County Comprehensive Plan and Future Land Use Map & Ordinance.

The adoption hearing opened and closed without input.

MOTION by Commissioner Frisina to approve the ordinance. Second by Commissioner Nash. The motion carried unanimously.

Consent Agenda

- (1) External Budget Amendment – Administrative Manager – BA #14-38 – Purchase a New Truck – Property Appraiser’s Office - \$23,880.00
- (2) External Budget Amendment – Sheriff’s Office - #3 – BA #14-58 – Unbudgeted Leave Payouts - \$48,019.96
- (3) External Budget Amendment – Sheriff’s Office - #4 – BA #14-59 – Shortfall of Overtime - Detention Facility - \$70,000
- (4) External Budget Amendment – Operations Department –BA #14-60 (Grant) – Cone Bridge Boat Ramp and Bible Camp Boat Ramp Construction (\$490,303.00) - Engineering (\$33,102.00)
- (5) Safety Manager – Requesting Approval of Production – 2014 All Hazards Guide Preparedness Magazine – Lake City Reporter - \$13,265
- (6) Utility Permit – Comcast Cable – County Road 252
- (7) Utility Permit – AT&T SE Florida – SW English Street
- (8) Building and Zoning – Requesting Approval of Special Family Lot Permit – Brent Raymer – Linda Perry, Property Owner
- (9) Agreement – Memorandum of Understanding – Plum Creek Land Company/Columbia County Board of County Commissioners/Jacksonville Port Authority (JAXPORT)

- (10) Resolution Number 2014R-8 – Setting the Regular Scheduled Meetings of the Board of County Commissioners – June 19, 2014 Meeting and July 3, 2014 Meeting to Monday, June 23, 2014, 5:30 P.M.
- (11) Operations Manager – Requesting Approval of Resolution Number 2014R-9 & Reimbursement Agreement for DOT Traffic Signal Maintenance and Compensation Agreement
- (12) Operations Manager – Requesting Approval to Enter Private Property – Parcel #03608-000 – Clearing Conner Glen Right-of-Way – Debris on Parcel for Burning
- (13) Safety Manager – Code Enforcement Requesting Reinstatement/Renewal of Franchise Collection Agreement – Republic Services
- (14) Sheriff's Office – JAG Grant Program – Federally Funded Program - No Matching Funds Required - \$17,209.00
- (15) Operations Manager – Contract Renewal – Wheelabrator Ridge Energy, Inc. – Bid No. 2013-D – Removal of Waste Tires - \$94.50 per ton
- (16) Safety Manager – Emergency Management - Requesting Approval –Acceptance of State Funded Subgrant Agreement EMPA - \$105,806 and Approval of EMPG Grant Program \$51,996
- (17) Safety Manager – Lease Approval - NSP-3 Homes for Four (4) Families – Vivian Monroe, Marche Scott-Horne, Samantha Curry and Janette Jolley
- (18) Safety Manager – Bid Award (NSP3 Grant) – Rehabilitation of 571 SE Olustee Avenue, John Feeney Construction - \$23,039 and 127 SE Cameron Terrace, John Feeney Construction - \$38,350
- (19) Administrative Manager – Donation of 2000 Ford Van – Richardson Community Center/Annie Mattox Park North, Inc. – New Bethel Missionary Baptist Church, Donor
- (20) Lake City – Columbia County Chamber of Commerce – 4th of July Fireworks Celebration - BCC Approval Requested:
 - (1) Road Closure Permits –
 - a) Bascom Norris (CR 247 to Mary Ethel Lane)
 - b) Mary Ethel Lane (Bascom Norris to CR 240)
 - (2) Mosquito Spraying of Fairgrounds Complex

(3) Authorization for Law Enforcement to Remotely Control the Traffic Light at CR 247 and Bascom Norris

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

Additional clarifying information was provided on item #4, #5, #12 and #13.

Regarding item #5, Commissioner Nash would like to be provided with a cost comparison for mailing information, opposed to advertising it in the newspaper.

The motion carried unanimously.

Detention Center

At the May 27, 2014 meeting of the County Commissioners, the Sheriff advised that he would be requesting a \$550,000 operational budget increase for the upcoming fiscal year. He put the Board on notice that if the increase is not possible, he will remand control and operation of the Columbia County Detention Center back to the Board of County Commissioners on October 01, 2014. The Board is hopeful something can be worked out with the Sheriff's Office, but in the event that is not possible, they must prepare for the change.

If the increase in funding is not possible, the county may elect to operate the jail as a department, or it may choose to seek out firms who are experienced in managing jails through the RFP process. Staff is in the process of drafting an RFP since the RFP process can be lengthy and time consuming.

RECOMMENDATION: Once the RFP is complete, authorize the county to submit for responses.

MOTION by Commissioner Nash to accept staff recommendation. Second by Commissioner Frisina. The motion carried 4-1 with commissioner DePratter voting in opposition.

Community Centers' Request for Repairs and Equipment Purchases from Year-End Funds

The County continues to be engaged with community centers in drafting a Standardized Operational Agreement. There has been some concern that there may be several community centers that could be carrying large cash balances in their treasuries, which exceeds what the auditor feels are reasonable amounts for private, not for profit organizations. The County will work with the community center boards to ascertain balances, and determine if some of the repairs and purchases should be made by the community centers instead of through year-end

monies. The County Manager said when the process is complete that a report will be made to the commissioners.

Overflow Land Trust Budget Amendment #14-65 (\$1,897,500)

This amendment transfers money from *Transportation Trust Reserves* (restricted funds), to the *Bascom Norris Connector Road Fund*. This amendment will make it possible for the County to make court ordered payments to Overflow Land Trust Settlement.

MOTION by Commissioner Nash to approve the budget amendment. Second by Commissioner Bailey. The motion carried unanimously.

CHS Football Field Maintenance (Post Construction)

The County Commission participated with the Columbia County School System to re-vegetate the football field. The majority of this project was completed in-house by the county. Equipment is needed to perform maintenance on the field, and a certain level of maintenance is needed to properly maintain the turf. A list of the needed equipment has been provided to each commissioner, and the cost of the equipment is \$46,303.80. If that was the Board's intent, the Board will need to appropriate the \$46K to purchase the equipment, and then the equipment will be remanded to the school system. The interlocal agreement will be amended to reflect the donation, and the project will be concluded.

Commissioner Nash clarified that his intent was that the county would own the equipment and use it to maintain the county's ball fields. He said that he would like to see Parks Director Pittman and Coach Allen work together to utilize the equipment to maintain the fields owned by the County and the School System.

MOTION by Commissioner Nash, *"I would like to purchase the equipment, for the county to own, and to lend to the football fields for their use, so we can use the equipment that we need to maintain our fields without buying two pieces of equipment. And in that motion, that I have no interest in maintaining that football field, other than supporting them with equipment."* Second by Commissioner Frisina.

Commissioner DePratter said that his understanding was that the equipment was approved contingent upon the Commission reviewing the list and determining whether the commissioners wanted to buy the equipment. The commissioner said that in his opinion the County has already gone overboard to help the School System with the field, and that he is not in favor of buying or maintaining the equipment for School System.

Commissioner Bailey said if a decision is made to purchase the equipment, that the equipment should be owned, maintained and housed by the County. At this point, the County has not heard from the School System as to whether they actually need financial assistance with purchasing the equipment. Therefore, the county should not approve the purchase on an

assumption that the School System needs financial assistance with purchasing needed equipment. At this point, the School System has not indicated whether they wish to contract with the County for football field maintenance, or whether they will continue to provide maintenance in-house.

The motion carried 3-2 with Commissioner DePratter and Bailey voting in opposition.

Commissioner Comments

Pinkney Hill Cemetery. Commissioner Frisina advised that according to OM Kirby, four sink holes have developed at the cemetery. Due to safety concerns, the commissioner requested permission to enter private property to fill the holes.

MOTION by Commissioner Frisina to enter private property to fill holes. Second by Commissioner Bailey. The motion carried unanimously.

Public Comment

Stewart Lilker commented on the likelihood of the County ever rescinding the Local Option Fuel Tax. He also reminded the Board of former Tourist Development Director Harvey Campbell's heart for the handicap children of the community and his vision to build the Field of Dreams for the handicap children. He asked the Board to make the Field of Dreams a reality.

Barbara Lemley told the Board that she was disappointed that Harvey Campbell's passing was not recognized in the meeting. The Chairman responded his passing was recognized in opening the prayer.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 6:50 p.m.

ATTEST:

Board of County Commissioners

P. DeWitt Cason
Clerk of Courts

gray

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Columbia County
BOARD of COUNTY COMMISSIONERS

June 23, 2014

The Columbia County Board of County Commissioners met in the auditorium of the School Board Administrative Complex in a regularly scheduled meeting at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America followed.

Commissioners in Attendance: Stephen E. Bailey, Rusty DePratter, Scarlet Frisina, Bucky Nash and Chairman Ronald Williams.

Others in Attendance: County Manager Dale Williams ("CM")
Asst. County Manager Ben Scott ("ACM")
Safety Manager David Krauss ("SM")
Operations Manager Kevin Kirby ("OM")
Attorney Marlin Feagle
Deputy Clerk Sandy Markham

Agenda Deletions:

Consent Agenda Item #25.

MOTION by Commissioner Frisina to adopt the agenda with the noted deletion. Second by Commissioner Nash. The motion carried unanimously.

Public Comments

Jeff Seigmeister offered comments regarding the Request for Proposals ("RFP") relating to the operation of the Columbia County Detention Center.

Stewart Lilker commented on public speaking, curbside solid waste requirements, the RFP pertaining to the Detention Center, and the donation of two water systems.

L. J. Johnson asked the County to complete the road construction on Highway 90 West at Turner Road.

Robert Long addressed the need for an ordinance, or other enforcement tools, that would prohibit trash from being placed at the roadside on any day except for the designated collection day.

Building & Zoning

Subdivision – Final Plat

SD 0244 – Cypress Lakes Business Park (District 3).

County Planner Kepner noted there are two missing items on the plat, which are the approval dates for both the variance and the preliminary plat. The Planning and Zoning Board recommended approval with the two missing items being included prior to recording.

MOTION by Commissioner Nash to approve SD 0244. Second by Commissioner DePratter. The motion carried unanimously.

Eminent Domain Resolutions

Resolution No. 2014R-10 – Brim Street Parcels #306, #311, #317, #318, #321 and #324.

MOTION by Commissioner DePratter to proceed with eminent domain actions on the listed parcels, unless legal staff is able to resolve issues. Second by Commissioner Nash. The motion carried unanimously.

Resolution No. 2014R-11 – Herlong Road Parcels #11, #17, #22, #25, #28, #33, #36, #38, #48 and #51.

MOTION by Commissioner Frisina to proceed with eminent domain actions on the listed parcels, unless legal staff is able to resolve the issues. Second by Commissioner DePratter. The motion carried unanimously.

Consent Agenda

- (1) External Budget Amendment – Operations Department – BA #14-61 – Fund Stormwater Projects – FY 13/14 - \$125,000.00
- (2) External Budget Amendment – 911 Dispatch – BA #14-64 – State E-911 Board Grant – System Maintenance - \$7,165.00
- (3) External Budget Amendment – Operations Department – BA # 14-67 – Frye Road Borrow Pit Clean-Up - \$37,950.00
- (4) External Budget Amendment – Operations Department – BA # 14-68 – Expansion of Deep Creek Community Center - \$125,000.00
- (5) External Budget Amendment – Landscape & Parks Department – BA # 14-69 – Equipment Purchase for Columbia High School Football Field Maintenance - \$46,304.00

- (6) External Budget Amendment – Landscape & Parks Department – BA # 14-70 – Equipment Purchases - \$ 79,651.00
- (7) External Budget Amendment – Landscape & Parks Department – BA # 14-71 – Two (2) Seasonal Temporary Workers - \$10,000.00
- (8) External Budget Amendment – BCC Administration – BA # 14-73 – Purchase Accounting Office Check Printer & IT Department Desktop Computer - \$5,782.00
- (9) Requesting Approval of the Proposed Standard Form of Continuing Contract for Engineering Services
- (10) Memorandum of Understanding – Columbia County Board of County Commissioners/Jacksonville Port Authority (JAXPORT) (2nd Revision)
- (11) Extension Agreement – Bid No. 2013-B-Leachate – One Year Extension and Name Change from Barnett Transportation to Quest Liner, Inc.
- (12) Bid Award – John C. Hipp Construction Company – Bid No. 2014-08 – SW Titanium Court – Roadway Construction - \$59,768.88
- (13) Operations Department – Requesting Approval for Entering Private Property – Dangerous Tree Removal – 291 SE Country Club Road
- (14) Operations Department – Requesting Approval for Entering Private Property – Culvert Replacement and Driveway Repair – NW Acorn Drive
- (15) Utility Easement Agreement – Florida Power & Light Company – Emergency Operations Center – Two Spans of Primary Voltage Conductor and Transformer Pole
- (16) BCC Administration - Requesting Approval to Modify Public Records Request Policy – Waive Fees Less Than \$2.00
- (17) Building and Zoning – Special Family Lot Permit – Donna Cercy – William and Doris Mosley, Property Owner
- (18) Sheriff's Office – Requesting Funds From Special Law Enforcement Trust Fund – Operation of Two (2) "Harmony in the Streets" Mobile Youth Camps – June 23-27 and July 14-18, 2014 - \$14,000.00
- (19) Human Resources – Request to Approve Position Description – Fire Inspector/PIO/Lieutenant – Created as Part of ISO Study and Budgeted FY 2014

- (20) Safety Manager - Requesting Approval – NSP-3 Additional Applicants to the Tenant Pool & Disclose any Conflicts of Interest – Kyle & Carissa Green, Janette Jolley and Christina Fees
- (21) Safety Manager – Requesting Approval of Thirteen Families – Leases under the NSP-3 Program:

Kyle & Carissa Green	L'Lana Bradley	Natasha Cray	Jamecia Keel
Tiffany Cray	Eugene Evans	Christina Fees	Porche Henderson
Tina Muniz	Wendy Perry	Phyllis Peters	Sandra Saperstein
Margaret Wilson	Janette Jolley		
- (22) Fire Rescue – Requesting Approval – Annual Renewal/Software Support – Kronos Incorporated – Firefighter Staffing and Payroll System - \$5,059.32
- (23) Safety Manager – Requesting a Change Order – NSP-3 Home on Cameron Terrace – Installation, \$6,000.00 and Metal Roof, \$4,900.00
- (24) Safety Manager – Approval for the Scope of Work with Arcadis – Grant Related Work – 3, HMGP – (1) Beth Drive/Sparr Land - (2) Erin Lane – (3) SR47 and US 27
- (25) Bid Award – The Adams Agency, Inc. – Property Management – NSP-3 Rental Program – 10% of the gross rents collected
- (26) Utility Permit – Comcast Cable – NW Waldo Street
- (27) Minute Approval – Board of County Commissioners – Regular Meeting – May 1, 2014

MOTION by Commissioner Bailey to approve the Consent Agenda. Second by Commissioner Frisina.

Additional clarification was offered on item #5. The interlocal will be amended to reflect all caveats.

The motion carried unanimously.

Curbside Solid Waste Requirements

Currently, the County has no rules or requirements which precludes an individual citizen from placing their garbage containers by the road days prior to the scheduled collection date. The Commission was asked to give some consideration to whether they would like to adopt an at large county ordinance addressing this topic.

In the meantime, Code Enforcement has been asked to send a courtesy notice to residents of Piccadilly Park asking that they refrain from placing garbage beside the road prior to the designated collection days, and providing them with general information regarding waste collection in their neighborhood.

A7 Jet Static Air Display Update

A group of private citizens have come forward and offered to provide the maintenance of the A7 aircraft located along I-75. Staff recommended the offer be accepted with the following caveats to a formal agreement:

- The County will provide a replacement sign reflecting the donor information.
- The County will not provide lightings as it is not part of the former agreement.
- A formal written agreement will need to be adopted by the Commission.
- The County may loan equipment needed for maintaining the craft.

Attorney Feagle will draft the agreement.

Detention Center

CM Williams began by reiterating what has been stated at a prior meeting; The County truly has no interest in running a Detention Center, and generally speaking, jails are best operated by the Sheriff.

CM Williams recalled the Sheriff advised at the May 27, 2014 pre-budget workshop meeting that he would remand control of the jail to the Board of County Commissioners, effective October 01, 2014, if certain 2014-15 budget demands for his office were not met.

The County is hopeful that a resolution will be reached with the Sheriff's Office, but in the meantime, with a possible turnover date of October 01 looming, the County was forced to quickly explore other options for operating the Detention Center. For this reason, an RFP was issued to determine what the private sector would charge to operate the facility. The County will also explore costs to operate the facility as a county department. Cost pro formas will be generated and considered by the Commission.

The commissioners were asked to review the draft RFP and advise if anyone recognizes a need to issue an addendum to the RFP. Otherwise, the RFP is considered to be a complete RFP.

Donation of Water Systems

The Lenvil H. Dicks Living Trust would like to donate two small, non-regulated, non-chlorinated systems to the County which supplies water to approximately 25 homes.

The County Manager reminded the Board that Columbia County is the Public Service Commission for small, private utilities within Columbia County. Not that Mr. Dicks has expressed intent to do so, but when systems such as these are abandoned, the County will very likely end up with the system.

If accepted, the County will need to ensure the county's billing structure for these systems are the same structure that the County has adopted by fee resolution. Revenues generated from the systems should be placed into a single line item for the upkeep and maintenance of the systems.

MOTION by Commissioner Nash to accept the donation of the systems. Second by Commissioner Bailey. The motion carried unanimously.

Commissioner Comments

Commissioner Nash asked if it would be possible for the Board to approve a purchase and then approve a budget amendment for that purchase at the same meeting.

CM Williams answered that he and ACM Scott are working together to make it possible to do a motion that includes the approval of both the purchase and the budget amendment in one motion. This keeps the Board from addressing the issue twice.

Answering a question from Commissioner Nash regarding the Giles Property and the Sports Hall of Fame property, CM Williams said that it has been his recommendation for the Board to declare the Giles property surplus and offer it for sale after the Bascom Norris Connector Road construction is complete. As for the Sports Hall of Fame property, until the economic downturn, the building was being considered for a county meeting room.

Commissioner Nash expressed concern that the building will begin to get run down if it continues to be unused. He asked that efforts be made to repair the air conditioning unit and to use the space for storage if nothing else.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 6:15 p.m.

ATTEST:

Board of County Commissioners

P. DeWitt Cason
Clerk of Courts