

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

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX
372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA ADDITIONS

August 20, 2020

5:30 PM

Ben Scott, County Manager

- (1) Suwannee River Economic Council – SHIP Coronavirus Relief Fund – Sub-Grantee Agreement
- (2) Suwannee River Water Management District – Third Amendment to Memorandum of Agreement
- (3) Town of Fort White – Interlocal Agreement – Traffic Signal Maintenance

CORONAVIRUS RELIEF FUND (CRF)
SUB-GRANTEE AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered between **Suwannee River Economic Council, Inc.** ("Sub-Grantee"), a private non-profit corporation operating under the laws of the State of Florida, whose corporate headquarters' mailing address is **Post Office Box 70, Live Oak, FL** and **Columbia County, Florida** ("LG"), a political subdivision organized under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds" or "CRF funds") has been distributed to the City/County under a written Subrecipient Agreement with the Florida Housing Finance Corporation;

WHEREAS, the Sub-grantee has legal authority to enter into this agreement and possesses the experience and ability necessary to conduct and perform the services which is the subject of this Agreement and agrees to use such experience and ability in its execution and completion of this Agreement for the benefit of the City/County and has been selected as a qualified Sub-Grantee to carry out the scope of work identified in this agreement;

WHEREAS, the Sub-Grantee and City/County wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

- A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.
- B. Definitions:
 - 1. "Administrative Expenditures" means funds, not to exceed **10%** of the contract award, expended by Sub-Grantee to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.
 - 2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5.

3. “Eligible Housing” means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles. Properties that receive rehabilitation or repair under this program must meet the definition of eligible housing.
 4. “Eligible Persons” or “Households” means one or more natural persons or a family determined by Sub-Grantee to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
 5. “Eligible Sponsor” means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
 6. “Expended” means the affordable housing activity is complete.
 7. “Program Income” means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds that must be returned to the local government by the Sub-Grantee or sponsor.
 8. “Project Delivery Costs” means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
 9. “Sub-Grantee” means a person or organization contracted by the City/County that is compensated with CRF funds to provide administration of any portion of the CRF.
3. Allocation and Use of Funds:
- a. Amount of Funds Available to Sub-Grantee: The total funds made available to Sub-Grantee under this Agreement is: **\$306,536**.
 - b. Disbursement of Funds to Sub-Grantee: The available funds will be disbursed to Sub-Grantee for activities described in Item 3.d., below. Funds will be disbursed on a reimbursement basis. Sub-Grantee will provide proof of payment of CRF approved purposes and activities to the Local Government, and will include an 8% administration fee of the allowed 10% administration fee payable to the Sub-Grantee, and the Local Government will retain the remaining 2% of the administration fee. Sub-Grantee will also include a \$250 Project Delivery Cost for application processing, verification of income, verification of the need is directly related to CoVid 19, and file servicing.

- c. Establishment of CRF Trust Fund: Sub-Grantee must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.
- d. Expenditure of Funds by Sub-Grantee: CRF funds shall be Expended by Sub-Grantee for the following:
 - i. Direct CRF Administrative Expenditures incurred on or after March 1, 2020 in an amount no more than a cumulative 10% percent of CRF funds incurred by Sub-Grantee, a consultant to Sub-Grantee, and/or a Sponsor. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.
 - ii. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
 - iii. CRF funds may be used for the following pre-approved program purposes or activities:
 - 1. Rental assistance payments (including back rent, deposits and utility payments);
 - 2. Mortgage payments and buydowns;
 - 3. Emergency repair of housing;

All other activities must be presented in writing to the City/County and approved in writing prior to implementation.

- e. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Sub-Grantee is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.
- f. Advertisement of Availability of Funds: CRF funding availability shall be advertised by Sub-Grantee in Local Government website, Sub-Grantee website, Facebook, flyers or other method with outreach to as many eligible persons as possible reaching racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
 - I. The amount of funds projected to be received from the state for the fiscal year(s).
 - II. The beginning and ending date of the application period;
 - III. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
 - IV. Copies of all outreach shall be retained and provided the City/County upon request.
- g. Repayments:
 - i. The Sub-Grantee shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Sub-Grantee shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.
 - ii. The Sub-Grantee shall refund to the City/County any unobligated funds

which have been advanced or paid to the Sub-Grantee upon termination of this Agreement.

- iii. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to the City/County upon termination of this Agreement.
 - iv. Upon termination of this Agreement, or upon any determination made indicating such, the Sub-Grantee shall refund to City/County any funds paid in excess of the amount to which the Sub-Grantee or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
 - v. The Sub-Grantee shall refund to the City/County any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to the City/County within 15 calendar days from Sub-Grantee's receipt of notification of such non-compliance.
 - vi. The Sub-Grantee's obligations under this section will survive the termination of the Agreement.
- h. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- i. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Sub-Grantee shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
4. Application for CRF Eligible Person or Household Assistance: Sub-Grantee shall establish criteria for CRF assistance and develop an application for CRF eligibility.
- a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.
 - b. At a minimum, an application for program assistance should contain the following items for each household members:
 - i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
 - iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.

- v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.
5. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
- a. Security and utility deposit assistance to secure temporary or permanent rental housing; or
 - b. Eviction prevention not to exceed 10 months' rent; or
 - c. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable.
6. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes can be part of PITI to the lender.
7. Income Categories: All households assisted must be at or below 120% of the area median income.
8. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.
9. Reporting Requirements: The Sub-Grantee will provide City/County with a closeout report by February 5, 2021.
10. Program Compliance
- a. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Sub-Grantee must maintain a separate file for every applicant, Eligible Person, subrecipient or Sponsor, regardless of whether the request was approved or denied.
 - i. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
 - ii. Record and File Retention: The Sub-Grantee is required to retain records and other relevant documentation for each applicant, Eligible Person, Subrecipient or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 - 1. The minimum requirements for documentation of award depends upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate the need for additional documentation.
 - 2. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Sub-Grantee must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Sub-Grantee's housing administrator must also review the file documentation to ensure that

assistance is awarded to Eligible Persons and that all project activities conform to program requirements.

3. In cases where a Sub-Grantee is used to administer CRF, Sub-Grantee is ultimately responsible for program compliance.
 4. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Sub-Grantee must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 - a. applications;
 - b. program and set-aside records;
 - c. housing agreements;
 - d. income verifications and
 - e. other records as required by the City/County, Florida Housing or federal, state and local law or regulations.
- iii. Access to Files: Florida Housing Finance Corporation, the City/County or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the City/County staff or its designated monitoring agent.
- b. Files Management and Record Retention relating to Sub-Grantee and Administration of this Agreement:
- i. The Sub-Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the City/County under this Agreement.
 - ii. Contents of the Files: Sub-Grantee must maintain files containing documentation to verify all compensation to Sub-Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Sub-Grantee in connection with this Agreement. Sub-Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.
 - iii. Record and File Retention: Sub-Grantee must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - iv. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., the City/County, Florida

Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Sub-Grantee that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Sub-Grantee and its employees shall allow the City/County, Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

- v. **Return of the Files:** In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Sub-Grantee under this Agreement must be submitted to the City/County within 10 days of such termination at the expense of Sub-Grantee.

- c. **Compliance Monitoring:** Sub-Grantee must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Sub-Grantee:
 - i. Sub-Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, if applicable, but are not limited to:
 1. Proof of income compliance;
 2. Proof of homeownership;
 3. Proof of use of FEMA proceeds;
 4. Documentation of all required inspections including mold remediation and wood destroying organisms;
 5. Documentation of any required remediation;
 6. Certificate of Occupancy;
 7. Placed in Service documentation;
 8. Proof of contract or eligibility;
 9. Documentation of payments made on the award; and
 10. Documentation of the value/sales price of the unit, as applicable.

- d. **Cooperation with Inspector General:** Sub-Grantee understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with the City/County, Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Sub-Grantee will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.

- e. **Technical Assistance:** Training and technical assistance is available to Sub-Grantee to assist in the development and implementation of the CRF. This technical assistance shall be provided by City/County staff and Florida Housing's Catalyst contractor.

- f. **Program Income:** Program Income realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to the City /County.

- g. **Recaptured Funds:** Recaptured Funds realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to the City/County.

11. Contacts

Local Government: **Chairman of the Board of County Commission, Columbia County, FL**

Sub-Grantee: **Matt Pearson, Executive Director, Suwannee River Economic Council, Inc.**

12. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-Grantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all

contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or Sub-Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-Grantee must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#).) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(H) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See [§ 200.322](#) Procurement of recovered materials.

[\[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014]

13. Default and Remedies

- a. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of City/County to continue doing business with Sub-Grantee or assign any future transaction to Sub-Grantee shall, if City/County so elects, terminate and City/County may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, the City/County may continue doing business with the Sub-Grantee as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Sub-Grantee in the transaction or any future transaction.

- b. The Events of Default shall include, but not be limited to, the following:
 - i. If any report, information or representation provided by Sub-Grantee in this Contract is inaccurate, false or misleading in any respect;
 - ii. If any warranty or representation made by Sub-Grantee in this Contract or any other outstanding agreement with City/County is deemed by City/County to be inaccurate, false or misleading in any respect;
 - iii. If Sub-Grantee fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
 - iv. If, in the sole discretion of City/County, Sub-Grantee has failed to perform or complete any of the services identified in the attachments;
 - v. If Sub-Grantee has not complied with all Florida laws, federal laws, City/County rules or City/County policies applicable to the work;
 - vi. If Sub-Grantee has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
 - vii. If Sub-Grantee does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - viii. If Sub-Grantee commits fraud in the performance of its obligations under this Contract;
or
 - ix. If Sub-Grantee refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, City/County will provide written notice of the Default detailing the grounds that constitute the Event of Default.

- c. Upon the occurrence of any Event of Default listed in subparagraph 2. above, City/County may provide Sub-Grantee a reasonable period of time to cure the Event of Default (Cure Period). If City/County provides a Cure Period, City/County will notify the Sub-Grantee of the length of the Cure Period in the Notice of Default.

- d. If City/County provides a Cure Period and if the Sub-Grantee is unable or unwilling to cure the

Event of Default within the Cure Period, City/County may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude City/County from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

- i. City/County may terminate the Contract on the 10th day after Sub-Grantee receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
- ii. City/County may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

City/County may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Sub-Grantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Sub-Grantee to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Sub-Grantee to reimburse City/County for the amount of costs incurred; or

- iii. City/County may exercise any other rights or remedies that may be otherwise available under law.

14. Termination

- a. City/County may terminate the Agreement, without cause, at any time upon a 10 day written notice delivered by courier service or electronic mail to the Sub-Grantee, from the date sent from City/County.
- b. The Sub-Grantee may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to City/County at the physical or electronic address, as applicable. The Sub-Grantee shall be responsible for all costs arising from the resignation of the Sub-Grantee.
- c. Upon expiration or termination of this Agreement, the Sub-Grantee shall transfer to City/County any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

15. General Provisions

- a. Compliance with all Applicable Laws and Regulations: Sub-Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Sub-Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Sub-Grantee further agrees to include this provision in all contracts with Eligible Persons, Subrecipients, Sponsors or subcontracts issued as a result of this Agreement. Sub-Grantee's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by City/County.

- b. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
- c. Insurance: Sub-Grantee agrees to carry liability and other appropriate forms of insurance. City/County shall have no liability except as specifically provided in this Agreement.
- d. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- e. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
- f. Lobbying: In accordance with Section 216.347, Fla. Stat., Sub-Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
- g. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Sub-Grantee in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Sub-Grantee represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.
- h. If Sub-Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Sub-Grantee's duty to provide public records relating to this contract, contact the Chairman of the Columbia County Board of County Commission.
- i. Personally Identifiable Information (PII); Security:
 - 1. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee must provide for the security of such PII, in a form acceptable to City/County, without limitation, non-disclosure,

use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Sub-Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold City/County harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee shall provide City/County with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Sub-Grantee does not carry stand-alone cyber liability coverage, Sub-Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.
3. Sub-Grantee agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
4. Sub-Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
5. Sub-Grantee agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Sub-Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
6. Sub-Grantee agrees that any and all transmission or exchange of system application data with City/County and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
7. If Sub-Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify City/County Contract Administrator within 48 hours.
8. In the event of a breach of PII or other sensitive data, Sub-Grantee must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Sub-Grantee must immediately notify City/County in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Sub-

Grantee's corrective action plan; and the timelines associated with the corrective action plan.

J. Other Provisions:

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Columbia County.
2. No waiver by City/County of any right or remedy granted hereunder or failure to insist on strict performance by Sub-Grantee shall affect or extend or act as a waiver of any other right or remedy of City/County hereunder or affect the subsequent exercise of the same right or remedy by City/County for any further or subsequent default by Sub-Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
3. Any power of approval or disapproval granted to City/County under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
4. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement, each through a duly authorized representative, effective on the Effective Date.

COLUMBIA COUNTY, FL

By: _____
Chairman, Board of County Commission
Columbia County, FL

Signature: _____

Date: _____

FEIN: _____

SUWANNEE RIVER ECONOMIC COUNCIL, INC.

By: Matt Pearson, Executive Director

Signature: _____

Date: _____

THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AMENDMENT is entered into this _____ day of _____, 2020 by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the Columbia County Board of County Commissioners, a political subdivision of the State of Florida, whose address is PO Box 1529, Lake City, Florida, 32056-1529 (hereinafter the "COOPERATOR").

WITNESSETH:

WHEREAS, on November 15, 2017, DISTRICT and COOPERATOR entered into Memorandum of Agreement 17/18-019 for a Cost-Share Agreement for the Rum Island Park Project, (hereinafter the "AGREEMENT"), and

WHEREAS, on March 19, 2019, said contract was amended to extend the end date to December 31, 2019; and

WHEREAS, on or about February 21, 2020 the COOPERATOR notified the DISTRICT that they had received the final required permit for construction, and

WHEREAS, on April 2, 2020, said contract was amended to extend the end date to June 30, 2020 and

WHEREAS, on May 15, 2020 the COOPERATOR notified the DISTRICT in a letter dated May 12, 2020 that they had received a permit to replace the docks and requested a time extension and

WHEREAS, DISTRICT and COOPERATOR now desire to amend said contract to extend the contract end date to September 15, 2020.

NOW THEREFORE, in consideration of the terms and conditions set forth herein DISTRICT and COOPERATOR do covenant and agree as follows:

The AGREEMENT is hereby amended, altered, and changed as follows:

EXHIBIT C paragraph 3. shall be replaced by the following

3. All installations and/or retrofits and requests for reimbursements are to be completed no later than September 15, 2020.

In all other aspects the AGREEMENT shall remain the same and is hereby ratified by the parties.

(The remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT, as of the day and year first specified above.

EXECUTED by the COOPERATOR on _____, 2020.

By _____

Print Name _____

As Its _____

EXECUTED by the DISTRICT on _____, 2020.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By _____

Hugh Thomas

As Its Executive Director

INTERLOCAL AGREEMENT FOR MAINTENANCE AND OPERATIONS OF
TRAFFIC SIGNALS, SCHOOL BEACONS AND ITS DEVICES

This Interlocal Agreement entered this ____ day of _____, 2020 by and between COLUMBIA COUNTY, FLORIDA, ("COUNTY") and the TOWN OF FORT WHITE, FLORIDA ("TOWN").

WHEREAS, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, COUNTY has the ability to operate and maintain traffic signals, school beacons, and other related ITS (Intelligent Transportation System) Devices in various incorporated communities in Columbia County; and

WHEREAS, TOWN is an incorporated community in Columbia County and has requested COUNTY to provide these repairs and services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, COUNTY and TOWN hereby agree as follows:

I. **TERM**

This agreement shall become effective on September 1, 2020. Thereafter, this agreement shall renew for successive one-year terms until amended or terminated as provided in this agreement.

II. **SCOPE OF SERVICES**

A. **Operation and Maintenance**

COUNTY shall operate and maintain the Traffic Signals, School Beacons and ITS Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

B. **Preventive Maintenance**

The COUNTY shall perform preventative maintenance (periodic inspection, service, and routine repairs), restoration services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage) on the state-owned and Town-owned traffic signals, flashing school beacons, flashing warning beacons and other electronic traffic control devices at the locations designated in Attachment A, attached to this Agreement and made a part hereof (collectively referred to as "Devices").

The COUNTY will maintain the TOWN Traffic Devices and report the maintenance of the Devices in accordance with the most current State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement with Columbia County, which will be provided to the COUNTY upon request. COUNTY will maintain the TOWN and state-owned Devices covered by this Agreement on an equal priority with those owned by the COUNTY; provided, however, the COUNTY'S Traffic Operations Manager, or designee, shall make all determinations on the priority of any maintenance of Devices. Upon notification to the COUNTY'S Traffic Operations Manager, the COUNTY will repair non-operative or malfunctioning devices.

The parties agree that the Devices remain the property of the Town of Fort White or the Florida Department of Transportation as applicable. The parties further agree however, that if the COUNTY removes any component of a Device and replaces it, then the COUNTY may dispose of the used or worn-out parts without compensation or offset to the Town or state. Costs for the work under this section shall be paid to the COUNTY by the TOWN in accordance with Section III of this Agreement.

After-hours repair calls will have a maximum response time by the COUNTY of two (2) hours after notification.

C. Extraordinary Repairs

Upon request from the Town Clerk or designee of TOWN, the COUNTY Public Works Department, Traffic Operations Division, may provide emergency and extraordinary repair service for the traffic signals, school beacons and other related ITS (Intelligent Transportation System) Devices within TOWN. The COUNTY Traffic Operations Manager or designee shall make determinations regarding the priority of emergency services, extraordinary repairs under this Agreement. If extraordinary repair activities are required for the TOWN'S Devices, the COUNTY will make the best effort practical to repair the Device. If the COUNTY cannot perform or complete the extraordinary repair required in a timely and efficient manner, the COUNTY'S Traffic Operations Manager, or designee, will inform the TOWN, or designee, in writing by email, of the situation and recommend a course of action. Extraordinary repair activities are defined in Attachment B hereto, and normally involve the use of specialized or heavy equipment that the COUNTY'S Traffic Signal Section does not have readily available. Extraordinary repair activities would also include repairs required as a result of severe weather including, but not limited to, tornadoes, hurricanes, and windstorms. Costs for the work under this section shall be paid to the COUNTY by the TOWN in accordance with Section III 2) of this Agreement. The COUNTY shall not perform extraordinary repair activity that exceeds \$5,000 without the prior written approval of the TOWN, which shall be in the form of a written notice to proceed issued prior to commencing extraordinary repair activities.

D. Additional Traffic Operations Services

Upon request from the Mayor or designee of TOWN, the COUNTY Public Works Department, Traffic Operations Division may provide additional traffic operations services. These services include, but are not limited to, pavement marking activities and street sign fabrication and installation.

E. Service Locations

Attachment A lists the locations of traffic signals, school beacons, and other related ITS (Intelligent Transportation System) devices that are covered in this agreement. Attachment A should be updated or amended annually by COUNTY and TOWN, and may be updated or amended as needed to reflect new traffic signals, school beacons, and other related ITS (Intelligent Transportation System) Devices that may come online as development occurs.

III. COMPENSATION

The TOWN shall reimburse the COUNTY for activities provided in Section II of this Agreement in the following manner:

1). Preventative Maintenance and Routine Repair.

For Fiscal Year 2020/2021, the TOWN will pay the COUNTY the sum of \$6,972.00 for labor and materials associated with the maintenance described in Section II B, due and payable beginning June 1st of each subsequent year upon receipt of reimbursement funds from FDOT until this agreement is cancelled by either party.

2). Extraordinary Repair.

The TOWN will reimburse the COUNTY for extraordinary repair activities as listed in Attachment "C" based on the following:

- Labor based on the rate of \$70.00/hr. for Supervisor, and \$35.00/hr. per Technician.
- Materials and equipment based on actual cost to the COUNTY, plus 10% overhead.
- All such equipment and/or parts purchased by the TOWN for which the TOWN makes payment shall become the property of the TOWN.

3).. Additional Traffic Operations Services

Costs for the pavement marking activities, street sign fabrication and installation, minor construction activities and other transportation services shall be based on the actual cost of the service. Performance of these activities will require written approval by COUNTY and TOWN with respect to the scope of the work and charges for the work. Upon receipt of a written request for these activities, COUNTY shall provide a written estimate, including appropriate overhead charges, to TOWN. TOWN shall then notify COUNTY, in writing, prior to the start of any activities.

IV. INVOICE AND PAYMENT

The COUNTY will invoice the TOWN for Extraordinary Repair as follows:

Labor, material and equipment provided pursuant to Section II, subsection C. in amounts agreed to in Section III, 2).

The COUNTY'S Traffic Operations Manager will furnish the TOWN, a detailed invoice listing all equipment, parts, or services for which the TOWN is being billed. All invoices referenced herein shall be mailed or delivered to:

TOWN OF FORT WHITE

P.O. Box 129
Ft. White, Florida 32038

Payment of invoices referenced herein shall be made within thirty (30) days from the date of the invoice and shall be submitted to:

COLUMBIA COUNTY BOCC
Post Office Box 1520
Lake City, Florida 32056

Payment shall be made in accordance with the Local Government Prompt Payment Act.

V. **CONTACTS**

COUNTY Traffic Operations Manager, or designee shall be the representative of COUNTY on all matters pertaining to this Agreement and Town Mayor will be the representative for TOWN. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing.

County's representative and Town's representative are:

COUNTY: Joe Crackel
Traffic Operations Manager
Post Office Box 969
Lake City, Florida 32056

TOWN: Connie Brecheen
Town Clerk
118 SW Wilson Springs Road
Fort White, Florida 32038

VI. **TERMINATION**

COUNTY and TOWN shall have the right to terminate this Agreement with or without cause upon 30 days' written notice, by certified mail, to the representatives set forth above.

VII. **LIABILITY AND DISCLAIMER OF WARRANTY**

To the extent not prohibited or limited by law, COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts or negligent omissions of COUNTY and its officers, employees, servants and agents thereof while acting within the scope of their employment by COUNTY. Provided, however, COUNTY does not waive its sovereign immunity under Section 768.28, Florida Statutes. Notwithstanding the foregoing, COUNTY expressly disclaims any liability for personal injury or property damage sustained by third parties arising from the COUNTY'S performance or lack of performance under this Agreement.

To the extent not prohibited or limited by law, TOWN assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of TOWN and its officers,

employees, servants and agents thereof while acting within the scope of their employment by TOWN. Provided, however, TOWN does not waive its sovereign immunity under Section 768.28, Florida Statutes.

It is specifically understood and agreed that COUNTY shall have no responsibility or liability for any claims or damages incurred as a result of the failure, neglect, or omission of TOWN to promptly notify COUNTY when TOWN receives notice or has either actual or constructive knowledge of any and all problems, complaints, defects, imperfections, malfunctions, or failings of the traffic regulation equipment, signs, or signals, or any required repairs, replacement or maintenance of the traffic regulation equipment, signs, or signals provided under the terms of the Agreement. Further, COUNTY makes no warranty (express or implied) for the work performed pursuant to this Agreement.

Neither COUNTY nor TOWN shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

(a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;

(b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);

(c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

VIII. **SOVEREIGN IMMUNITY**

COUNTY and TOWN agree that nothing contained in this Agreement shall be interpreted as a waiver of COUNTY or TOWN'S sovereign immunity under Florida Statutes 768.28.

IX. **AMENDMENT**

Any change or modification to this Agreement shall be in writing and executed by both parties.

X. **FILING OF AGREEMENT**

TOWN, upon execution of this Agreement, shall file this Agreement and any subsequent amendments hereto, with the Clerk of the Circuit Court in the official records of Columbia County, as required by Section 163.01 (11), Florida Statutes.

XI. **ENTIRE AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

XII. SEVERABILITY AND NON-WAIVER

If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provisions,, and shall not be construed as a modification of the terms of this Agreement.

XIII. SUCCESSORS AND ASSIGNS

Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. This Agreement shall be binding on each party hereto, its successors, assigns and legal representatives.

XIV. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party, nor shall it be construed as giving any right or benefit hereunder to anyone other than TOWN or COUNTY.

XV. NO THIRD- PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

XVI. PROJECT RECORDS

All records relating in any manner whatsoever to the Agreement, which are in the possession of COUNTY or its consultants, shall be made available to TOWN for inspection and copying upon written request of TOWN, and shall be kept for a period of three years after the completion of all work to be performed. Additionally, said records shall be made available, upon request by TOWN, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records.

XVII. FUNDING LIMITATION

The obligations of either party as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the parties shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations

heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the parties pursuant to this Agreement.

XVIII. RESOLUTION OF DISPUTE

If the parties are unable to resolve any issue in which they may be in disagreement or in the event of default, such dispute will be resolved in accordance with Chapter 164 Florida Statutes, entitled the "Florida Governmental Conflict Resolution Act."

XIX. GOVERNING LAW AND VENUE

This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Columbia County, Florida.

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

TOWN of FORT WHITE

TOBY WITT, Chairman

RONNIE FRAZIER, Mayor

ATTEST:

ATTEST

JAMES M. SWISHER, JR., Clerk of Court

_____, Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOEL F. FOREMAN, County Attorney

FRED KOBERLEIN, Town Attorney

**ATTACHMENT A – SERVICE LOCATIONS
TOWN OF FORT WHITE**

Columbia County will perform emergency repairs and preventive maintenance at the following locations:

<u>Type of Installation</u>	<u>Type</u>	<u>Location</u>
Traffic Signal	TS	SR 47, N 1 st St. at SR 20
School Flasher	PFB	SR 47, N 1 st St. at Dortch
School Flasher	PFB	SR 47, at Koonhollow Glen
School Flasher	PFB	SR 20 at SW Jordan St.
Flashing Warning Beacon	PFB	SR 47 at Library Entrance
School Flasher	PFB	SR 20 at SW Bryant Ave

ATTACHMENT B
EXAMPLES OF EXTRAORDINARY AND EMERGENCY REPAIR

The activities listed below, but not limited to those below, are defined as extraordinary repair activities requiring the use of specialized or heavy equipment that the COUNTY Traffic Operations Section may not have readily available:

- Re spanning overhead span or messenger wire and supporting materials
- Rewiring overhead messenger wire
- Replacing concrete controller pads
- Reworking or repairing underground conduit and cables
- Re-installation of poles supporting traffic signal, flashing school beacon and flashing warning beacon installations
- Specification, design, ordering and purchasing of special equipment (non-off the shelf items)
- Repainting of mast arms and poles
- Structural repairs of mast arms and poles
- Utility locates (Sunshine One-Call)
- Significant damage caused by vehicle accidents

Extraordinary repair activities would also include repairs required as a result of severe weather, including but not limited to tornadoes, hurricanes, and windstorms and vehicle accidents.

The determination of whether a repair activity is extraordinary or not will be made by the COUNTY Traffic Operations Manager, or designee, once all aspects of the repairs are determined.