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

CONSENT AGENDA

OCTOBER 4, 2012

7:00 P.M.

- (1) External Budget Amendment Public Works BA #12-101 Record Labor Supplied for and Charged to Utilities Project \$5,162.00
- (2) External Budget Amendment Finance Department BA #13-01 Correction in Budget Health Insurance Left off the Original Budget Spreadsheet
- (3) Purchasing Worker's Compensation Insurance Premium FY 12-13 \$478,303.00 Requesting Renewal of Policy with PGIT
- (4) Columbia Youth Soccer Association Request to Carry Funds Forward From Fiscal Year 2011/2012 Budget \$10,000.00
- (5) Sheriff's Office Request Donation of Funds from the Special Law Enforcement Trust Fund to Chances for Children \$10,000.00
- (6) Public Library Requesting Permission to Close Main Library Sunday, November 11, 2012 (Veterans Day) Also Requesting to Close Libraries on Monday, December 31, 2012 at 6:00 p.m.(New Year's Eve)
- (7) Public Library Food for Fines Project November 13 through 19, 2012 Benefiting the Christian Service Center's Food Shelves during the Holiday's Fort White Branch Library to Distribute to a Food Shelf in Fort White
- (8) Landfill Acceptance of Waste from White Springs and the City of Lake City Starting October 1, 2012 to be Hauled to the Winfield Solid Waste Facility Waste Pro of Lake City
- (9) Landfill FY 2012-2013 Small County Consolidated Grant Agreement \$70,588.00
- (10) Landfill Department of Agriculture and Consumer Services Budget #3 Form FY 2011/2012 Reduction in Salaries & Personal Services Benefits to Reflect Actual Balance to be Spent Arthropod Control Budget Amendment Decrease Request \$44,509.00 Revised Budget \$101,386.00

- (11) Agreement Maintenance Department Renewal of HVAC Johnson Controls FY 2012-2013 Courthouse & Annex HVAC System \$47,495.00 quarterly installments
- (12) Suwannee River Economic Council, Inc. S.H.I.P. Subordination Agreement Carlos Nater
- (13) Suwannee River Economic Council, Inc. S.H.I.P. Satisfaction of Mortgage Agreement David E. Bassett \$1,000.00
- (14) Utility Permit Comcast Cable SW Cambridge Glen
- (15) 9-1-1 Addressing Naming of Unnamed Road SW Hornet Court
- (16) Combined Communication Center Requesting Approval of Incentive Pay Adjustment with Provision after 6 Months for 911 Center Manager \$5,000.00
- (17) Requesting Approval Year End Funds from FY 11-12 to be brought forward to FY 12-13 City of Lake City Women's Club Project \$10,264.00
- (18) Safety Manager Requesting Approval CDBG Change Order No. 1, \$3,650.00 Petronia Johnson Roof Repairs
- (19) Public Library Declaration of Junk Inventory (see attached list)

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY
BOSS



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.

•		•	- 0
Today's Date:9/25/12		Meeting Date: 10/4/12	
Kevin Kirby		Public Works Department:	
1. Nature and purpose of a		To record labor supplied for and charged to	
			
Attach any correspondence memorandums, etc.	information,	documents and forms for action i.e., contract	: agreements, quotes,
2. Fiscal impact on current	budget.		
Is this a budgeted item?	[] N/A		
	[] Yes Acc	ount No	
	[X] No Ple	ase list the proposed budget amendment to f	und this request
Budget Amendment Number	er:BA 12-101		
<u>FROM</u>		<u>TO</u>	AMOUNT
Account: 101.0000.344.500	0	Account: 101.4250.541.3049	<u>amount</u> \$ <i>5,16</i> 2
Public Works Labor I	Revenue	Personal Services	,

For Use of County Manger Only:

[X] Consent Item

[] Discussion Item



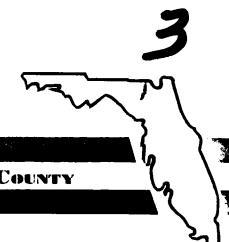
BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

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Today's Date:	Meeting Date:	
Name: Ben Scott	Department:	
1. Nature and purpose of agenda item budget spreadsheets.	To correct hudget for health insurance left off the original	inal
Attach any correspondence informatio memorandums, etc.	on, documents and forms for action i.e., contract agreemen	its, quotes,
2. Fiscal impact on current budget.		
Is this a budgeted item? [] N/A		
[] Yes A	Account No.	
[X] No P	Please list the proposed budget amendment to fund this re	quest
Budget Amendment Number: BA 13-	01	
FROM	<u>TO</u>	AMOUNT
Account: 107.8400.584.9098 Cash Balance Forward	Account: 107. 5290.552.1023 Health Insurance	<u> 5,274</u>
F	or Use of County Manger Only:	
[X]C	onsent Item [] Discussion Item	

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



BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

Memo

Date: 9/20/12

To: Dale Williams, County Manager

Lisa Roberts, Administrative Manager

From: Ray Hill, Purchasing Director

Workers Compensation Insurance

I met with Paul Dawson and Trevor Hickman on 9/19/12 to go over our insurance coverage for the upcoming fiscal year. The cost for our Workers Compensation Insurance will increase from \$404,900 to \$478,303 or \$73,403. The increase can be attributed to the following areas:

- 1. Our mod rate increased from 1.15 to 1.24. The mod rate is a multiplier to the manual rate based on claims experience and the increase accounted for \$47,085 of the premium increase.
- 2. Our audited salaries increased from \$18,383,869 to \$19,104,795
- 3. The mandated state rate increased an average of 11.3%. The combination of increased salary's and the rate increase raised our manual rate from \$508,828 to \$561,951 or \$53,123.

Attached are the premium calculations for 2011/12 and 2012/13. In addition to these numbers an additional \$14,750 was added for 11/12 and that amount for 12/13 will need to be added for the local representative service fee. It should be noted that the premium is not affected by this fee. The fee would be paid to the out of town rep if not to the local rep.

Also of note, the total discounts to the county increased slightly from 10.31% to 10.57%.

I recommend that we renew our policy with PGIT at this time.

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

Columbia County

These are NCCI's:1/01/2012 rates

Columbia County		IIIee ale IIC	UI #	1101/2012	atet	,	_
	Class Cod			NCCL RATE			Eligiber 4
Irrigation	0251	The second of the second secon	\$	4.73	\$		14.25%
Analytical Circuit	4511		Š	1.29	Š	-	17.27%
Analytica Cicinis Electrica Willing In Dic	5190		Š	5.65	\$	-	10.14%
Street or Road Paying	5506		\$	9.20	\$	-	10.44%
Street de Roise Malintenant-	5509	1,756,422	\$	9.74	\$	171,076	14.99%
Street of Rote Malnion Are Drilling NOC	6204		\$	13.17	\$	-	11.70%
EXCEVALIG	6217	292,328	\$	6.59	\$	19,264	10.57%
Sewer Construction	6306		\$	6.82	\$	-	3.49%
Ambulance EFAPHVeruntalist	7370		\$	5.71	\$	-	See 7705
Drivers No.	7380		\$	6.26	\$	-	8.6 8%
Bus Car All Office Employees & Driver Brief	7382		\$	5.42	\$	-	-1.09%
Gas Companya Local Clattibution Care 42	7502		\$	3.24	\$	-	22.73%
Waterworks Oberational Tracks State Control	7520		\$	4.80	\$	-	22.76%
EGGLELAMORE	7539		\$	2.65	\$	-	22.69%
Sanitar of Scrittation	7580		\$	3.33	\$	-	11.74%
Garbara World	7590		\$	8.03	\$	-	11.22%
Radios VI Előlős	7610		\$	0.75	\$	-	10.29%
Firefright Grammas and an analysis of the firefright Grammas and the firefr	7704	1,394,056	\$	5.20	\$	72,491	19.27%
Ambulance Labrivia	7705		\$	6.13	\$	-	15.88%
Pole	7720	5,399,409	\$	4.21	\$	227,315	12.27%
Automobile RCFE	8380	144,810	\$	3.22	\$	4,663	6.27%
Archicate Include	8601		\$	0.95	\$	-	Flat
[1] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	8720		\$	2.05	\$	-	-0.97%
aacuring/Coll (16)1	8742	428,449	\$	0.53	\$	2,271	8.16%
Cicil	8810	8,646,133	\$	0.27	\$	23,345	8.00%
AUTU	8820	88,008	2	0.20	3	176	5.26%
Halle	8831		•	2.17	Þ	-	6.90%
House Tava	8833		→	1.25	Þ	-	-3.85%
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Child PO'(2: 1)). Building 1800	9015	665,875	•	4.53	D.	30,16 4	10.34% 9.16%
Part	9016	000,070	ě	3.64	Φ Φ	30,104	3.12%
Bride Co. Vehicae audie Co. Taber	9019		ě	2.08	φ Ψ	-	11.23%
Holem Adminis	9033		ě	2.92	Φ Φ		9.36%
Cold / Line 3 1	9101		ě	4.62	e.	_	17.26%
Part 157	9102	104,637	į	4.11	\$	4,301	18.44%
Central Control	9220	104,007	ě	7.99	Ġ.	7,001	21.06%
SET PROTECTION I WANTE	9402	31.289	Š	7.94	Š	2,484	22.91%
GELTE TALL O LIBERTON	9403	31,200	Š	11.03	\$	2,404	-1.96%
Mulicipality	9410	153,379	-	2.87	\$	4,402	8.3%
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		\$ 19,104,795			\$ \$	-	
			Ма	nual Prem	Š	561,951	508828
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	333. 3.	Safety Cr	ন	2%	Š	11,239	
		Drugfree Cr		5%	Š	27,536	
		g		270	Š	523,177	
		Mod		1.240	Š	648,739	
		Scheduled Cr		0.796		516,396	
				المواصد والمراكد الأسالات		53,043	
		Exp Constant	7276	AND THE TANK	Š	200	
		Total Prem			Š	463,553	
		10(0) 1 10(1)			Ψ	+00,000	

Client Name here

These are NCCI's 1/01/2011 rates

		Section Section 1988		NCCI		Premium	Increase a
Irrigation	. Cod 3 0251	er, a constructiv	•	4.14	\$		
Analytic Chichici	4511		•	1.10	\$ \$		
Electric William II Than	5190		•	5.13	φ \$		
	5506		Š	8.33	Ψ	_	14.74%
Stree (*), (c. 6 1 x. // ii.) Stree (*), (c. 6 1 x. // ii.) Drilling 1 // c.	5509	1,633,875	Š	8.47	\$	138,389	4.31%
Drilling VCC	6204	1,000,010	Š	11.79	\$		4.0170
Excever	6217	346,845	Š	5.96	\$		
Sewel Constructions - Construction	6306	0.0,0.0	Š	6.59	\$		
Ambulance ERADING TO SEE STATE OF THE SECOND	7370		Š	5.02	Š		See 7705
Orivers NOSS	7380		Š	5.76	\$	-	
Bus Co Al Other Employees & Driverson	7382		S	5.48	\$	_	
Gas Comparter Local Distribution (1988)	7502		\$	2.64	\$	_	
Waterwork Contransion	7520		\$	3.91	\$	_	-4.87%
Elegii Mawak	7539		\$	2.16	\$	-	
Sanitary of Sanitally Inches 1984	7580		\$	2.98	\$	-	
Garblet World Co.	7590		\$	7.22	\$	-	13.34%
Radion & Brother Black Control of the Control of th	7610		\$	0.68	\$	_	15.25%
Frenchica	7704	1,775,122	\$	4.36	\$	77,395	22.82%
Ambülener Eabhirt	7705		\$	5.29	\$	-	
Policial section in the section of the section in t	7720	5,494,597	\$	3.75	\$		11.28%
Automobile Repair Control of the Con	8380	220,722	\$	3.03	\$	6,688	4.84%
Archite de Enfancion	8601		\$	0.95	\$	-	14.46%
Inspection of Richards	8720		\$	2.07	\$		
Saleur Transcoller	8742	677,402	\$	0.49	\$	3,319	
Claric Audins	8810	7,167,871	\$	0.25	\$	•	Flat
Auchi	8820	79,654	\$	0.19	\$	151	10 740
Herrit Virginia	8831		\$	2.03	\$		18.71%
House	8833		\$	1.30	\$		
College	8868		3	0.43	\$		
Children Verilli Bullding IXV	8869 9015	707,492	•	1.16 4.15	\$ \$		11.56%
Parker Licentifica	9016	707,492	÷	3.53	Þ	29,301	13.14%
EACH A TOTAL CONTRACTOR OF THE STATE OF THE	9019		ě	1.87	S S	-	13.1476
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Colicy / Promiser	9101		ě	3.94	\$		
Part 10	9102	85,581	ě	3.47	Φ Φ	2,970	3.89%
CIII. I D. 1	9220	00,001	ě	6.60	S	2,970	3.0370
Successful Lines	9402	12,881	Š	6.46	Š	832	
Gard 17, 34, 16 R. R. L.	9403	12,001	Š	11.25	\$		
MUNICIPALITY	9410	191,827	-	2.65	\$	5,083	-0.75%
The state of the s		,	•	, =	Š	-	00,0
		\$ 18,393,869			Š	-	
					\$	-	
			Man	ual Prem	\$	508,828	
	Ded. Cr	0.0%		-	\$	508,828	
		Safety Cr		2%	\$	10,177	
		Drugfree Cr		5%	\$	24,933	
		•			\$	473,719	
		Mod		1,150		544,777	
		Scheduled Cr		0.796	\$	433,642	
		Prem Discount		10.31%	\$	43,692	
		Exp Constant			\$	200	
		Total Prem			\$	390,151	

To: Columbia County Board of County Commissioners

cc: File From: Scott Everett President of Columbia Youth Association

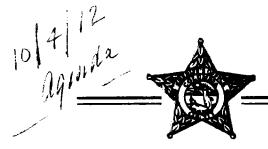
date: 9/20/2012

Re: 2012 Funding Extension Request

Columbia Youth Soccer Association Inc. was granted \$10,000.00 to assist with programs for the Oct 1, 2011 to September 30, 2012 fiscal year. In order to receive the funds the C.C.B.C.C. requested an audit be conducted by Powell and Associates. Though there was a delay in CYSA providing the necessary documentation to Powell and Associates, the documentation was provided in March, 2012. To this date Powell and Associates have not completed the audit due to a high volume of previous commitments. Due to the delay, I respectfully request the \$10,000.00 be extended past the October 1, 2012 deadline so these funds will be available to the association when the audit is completed. Thank you for any consideration you can give this matter.

Scott Everett





Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

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

September 17, 2012

Honorable Scarlett Frisina, Chairwoman Board of County Commissioners P.O. Drawer 1529 Lake City, Florida 32056

Dear Ms Frisina,

Pursuant to Florida Statute 932.7055(5)(c) I am requesting that \$10,000 be donated to the Chances for Children, Inc. from the Special Law Enforcement Trust Fund which the Board holds. This non-profit agency has requested our assistance in continuing their crime and drug prevention efforts through working with the children of families who have experienced various domestic violence issues. The State Statute provisions indicate that we must expend or donate said funds from the Special Law Enforcement Trust Fund when said fund acquires at least \$15,000. The fund currently holds in excess of \$60,000.

i appreciate you favorable consideration of this donation.

Sincerely,

Mark Hunter

Sheriff, Columbia County

Cc: Dale Williams, County Coordinator

Administration: (386) 752-9212 • Fort White Substation: (386) 497-3797 • Jail: (386) 755-7000

Chances For Children, Inc. 405 E. Duval Street Lake City, Florida 32055 386 752-4453



Child Advocacy Center Providing A Safe Haven for a Child

September 10, 2012

Sheriff Mark Hunter Columbia County Sheriff's Office 4917 East US Hwy 90 Lake City, Fla. 32055

Sheriff Hunter.

Chances for Children is a child advocacy center dedicated to working with children within our community. As a 501-C3 non-profit agency donations and grants are very important in the continued operations of the programs.

Chances for Children worked with Circuit Judge, Vernon Douglas in creating a program to address the victimization of children as victims and/or witnesses of Domestic Violence. The Program was created March 2012. A six month review, revealed that we have met with over 53 new families and completed over 179 counseling sessions with children involved in domestic violence. We feel that the program has been very successful and we will continues to work with children in addressing domestic violence in the home.

A Case Manager from Chances for Children participates in the weekly Injunction Hearings. Cases in which there were children present during the domestic violence are targeted by the case manager for review. A requests is made that the order reflect that the children is to attend at least five sessions of counseling with a Licensed mental health counselor. There is no cost to the parent and many of the children that we have met with have shared stories of long term violence between their parents.

We staff the cases with local Law enforcement agencies, to address additional reports, the child's local school, to address education, and Department of Children and Families. Our Goal is to be a safe place for these children, help them understand there is a different way of life and that violence is wrong. We allow the children to have a voice in what is happening in their lives. We work with the children on a safety plan if the parents begin fighting and instructions in when and how to call 911.

Chances for Children respectfully requests a donation from the Columbia County Sheriffs Office in the amount of Ten (\$10,000.00) Thousand Dollars to assist us in continuing these services to the Children.

We appreciate your consideration and on behalf of the children, thank you...

Sincerely

Sandra Tice Program Director



BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: September 13, 2012	Meeting Date: October 4, 2012	
Name: Deborah Paulson	Library Department:	
1. Nature and purpose of agenda ite	The Library requests permission to close the Main Library or em:	n
	Veteran's Day. Only the Main Library is open on Sunday from 1-5pn	n.
The Library also requests permission to c	close at 6pm on Monday, December 31, 2012, New Year's Eve.	
Attach any correspondence information memorandums, etc.	ation, documents and forms for action i.e., contract agre	ements, quotes,
2. Fiscal impact on current budget.		
Is this a budgeted item? [X]N	N/A	
[] Ye	es Account No.	
[] No	Please list the proposed budget amendment to fund th	is request
Budget Amendment Number: N/A	<u></u>	
<u>FROM</u>	<u>TO</u>	AMOUNT
Account:	Account:	
	For Use of County Manger Only:	
t.	Consent Item [] Discussion Item	

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

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AGENDA ITEM REQUEST FORM

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Today's Date:September	13, 2012 Meeting Date: October 4	ł, 2012
Name: Deborah Paulson		
1. Nature and purpose of a Attached is information ab	Approval of one week Food for Fines pagenda item: out the previous projects.	project Nov. 13-19, 2012.
	e information, documents and forms for action i.e.	
2. Fiscal impact on current	t budget.	
Is this a budgeted item?	[X]N/A	
	[] Yes Account No	
	[] No Please list the proposed budget amendm	ent to fund this request
Budget Amendment Numb	per:	
	TO	AMOUNT
<u>FROM</u>	<u>10</u>	<u>AMOUNT</u>

For Use of County Manger Only:

[] Consent Item [] Discussion Item

Columbia County Public Library

Memo

To: Lisa Roberts, Division Manager

From: Debbie Paulson, Library Director

Date: 9/13/2012

Re: Food for Fines Project

For the past four years the Library has had a 1- 3-week Food for Fines project that has benefitted the Christian Service Center's food shelves during the holidays. For every non-expired, non-perishable food item, a library patron had \$1.00 deducted from her/his fines and fees. We also had patrons who just brought the food and did not have us deduct anything from their account. I would like to do a similar project this year, again just for one week – November 13-November 19, 2012. We will once again partner with the CSS; food items collected at the Fort White Branch Library will be distributed to a food shelf in Fort White.

Below is a table showing the results of the project's four years. I would appreciate it very much if you would please put this request on the October 4, 2012 BCC meeting agenda.

2000

Please let me know if you need further explanation or information.

2000

Thank you very much.

2044

	2011 201	0 200	9 200	0
	(7 days)	(7 days)	(21 days)	(16 days)
Food Items Collected				
Main	2839	3426	4134	1815
· -				
West	574	512	698	312
Fort White	60E	220	474	242
FOR White	605	339	471	342
Total	4018	4277	5303	2469

2010

Fines Paid with Food Items

Main	\$2,549.23	\$2,922.13	\$3 ,511.23	\$1,710.86
West	\$481.53	\$695.72	\$841.55	\$223.19
Fort White	\$520.68	\$285.29	\$377.85	\$297.27
Total	\$3,551.44	\$3,903.14	\$4,730.63	\$2,231.32

10/4/12 aganda

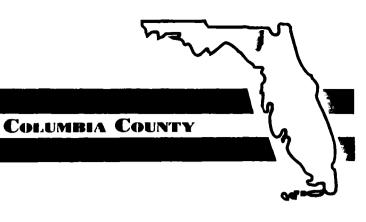
Soard of County Commissioners
Columbia County

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

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Today's Date: 9-24-	12	Meeting Date:	10-4-12	
roday's Date: 9-24-	irby	Department:	10-4-12 LAND FILL	
1. Nature and purpose of a	genda item:			
Acceptance	of waste t	Roy W	hite Sprin	U95
a County	LANDFILL		·	
Attach any correspondence memorandums, etc.				igreements, quotes,
2. Fiscal impact on current	budget.			
Is this a budgeted item?	ILIN/A			e.
	[] Yes Account No.			-
	[] No Please list the	proposed budget	amendment to fun	d this request
Budget Amendment Numb	er:	_		
FROM	<u>10</u>			AMOUNT
Account:	Accou	nt:		\$
	For Use of Ca	unty Manger Onl	'y:	
	[] Consent Item	{ } Discussion	n Item	



То:

Kevin Kirby, Operations Manager

From:

Jennifer DuBose, Acting Landfill Director

Date:

September 21*, 2012

BOARD OF COUNTY COMMISSIONERS •

Subject:

Waste Pro of Lake City, Request Columbia County to accept

White Springs Waste

On September 20th, 2012, Winfield Solid Waste received a call from Waste Pro's Operations Manager Frank Kramer. Waste Pro recently won the contract for the City of Lake City waste hauling and will be bringing waste to Winfield starting October 1*, 2012.

Mr. Kramer has requested on behalf of Waste Pro that they be allowed to bring in White Springs waste as well. When Waste Pro was a hauler for Columbia County's waste, they did in fact bring in White Springs waste and they were billed directly for the tonnages. That same process can be done again, if the BCC approves the acceptance of waste from White Springs. The tonnage averages out to be around 5 tons per week.

Please advise on the acceptance of White Springs waste to Winfield Solid Waste starting on October 1", 2012. Thank you for your assistance in this matter.

JMD



SEP 2 4 2012

Board of County Communication Columbia Count

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: <u>9/21/201</u>	2 Meeting Date: 10	/4/2012
Name: Kevin Kirby	Department: _Lanc	dfill
1. Nature and purpose of a	gendaitem: <u>BCC Approval of FY 12</u>	1/13 Small County
Consolidated Grant	Agreement with FDEP.	
Attach any correspondenc memorandums, etc.	e information, documents and forms for acti	on i.e., contract agreements, quotes,
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 ar	mendment to fund this request
Budget Amendment Numb	per:	
FROM	<u>10</u>	<u>AMOUNT</u>
Account:	Account:	\$
	For Use of County Manger Only:	
	[] Concont Itam	tom



Florida Department of Environmental Protection Bob Martinez Center 2600 Blair Stone Road Tallahassee, Florida 32399-2400

Rick Scott Governor

Jennifer Carroll Lt. Governor

> Herschel T. Vinyard Jr. Secretary

TO:

Jennifer DuBose, Assistant Solid Waste Director

FROM:

Bobby Adams, Grant Manager

DATE:

September 6, 2012

SUBJECT:

Signing Grant Agreements

Enclosed you will find two copies of your county's Small County Consolidated Solid Waste Grant. Please have your county's authorized representative sign both copies. After both are signed return both of them to us. Our Bureau Chief will then sign them and we will return an original to you.

The effective date of the grant will be October 1, 2012. This signing procedure is the same as the 2011-2012 Grant Fiscal Year.

Please note that the attachments to the grant agreement include the forms you will use when submitting your reimbursement requests, progress reports, etc., and directions and forms pertaining to special audit requirements. These forms are specific to your grant and must be used. We will save these forms and can send them to you electronically if needed.

If you have any questions, please call me at 850-245-8736 or email me at: Bobby.Adams@dep.state.fl.us
Please send copies to:
Department of Environmental Protection
Waste Reduction Section, MS-4555
2600 Blair Stone Road
Tallahassee, FL 32399-2400



Florida Department of Environmental Protection Bob Martinez Center 2600 Blair Stone Road Tallahassee, Florida 32399-2400

Rick Scott Governor

Jennifer Carroll Lt. Governor

Herschel T. Vinyard Jr. Secretary

2012-2013 SMALL COUNTY CONSOLIDATED GRANT AGREEMENT FOR STATE ASSISTANCE UNDER SECTION 403.7095(3), FLORIDA STATUTES **PART I - GRANT NOTIFICATION INFORMATION**

1. Grant Agreement Number: 304SC 2. Date of Award: 10/1/12

Grant Title: SMALL COUNTY CONSOLIDATED GRANT 3.

4. Grant Period: October 1, 2012 - September 30, 2013

5. Grant Amount: \$ 70,588.00

CSFA # and Project Name: 37.012/Small County Consolidated Grants 6.

7. **COLUMBIA COUNTY** Grantee(s):

> Address: 1347 NW Oosterhoudt Lane

> > Lake City, FL 32055

8. Grantee Fiscal Year End: September 30, 2013

9. Federal Employer Identification Number: 59-6000569

10. Grantee's Authorized Representative:

Name:

Scarlet Frisina

Title:

Chairperson

Phone:

(386) 752-6050

If there is a change in the authorized representative during the Grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.

Grantee's Contact Person: 11.

Name:

Jennifer DuBose

Title: Address: Assistant Solid Waste Director

1347 NW Oosterhoudt Lane

Phone:

Lake City, FL 32055 (386) 752-6050

Any changes to the contact information shown above must be reduced to writing in the form of a letter sent to the Department's Grant Manager identified in paragraph 13.

Total county population from official April 1, 2011 population estimates: 67,528 12.

13. Issuing Office:

> Mr. Bobby Adams, Grant Manager Florida Department of Environmental Protection Bureau of Solid and Hazardous Waste (MS 4555) 2600 Blair Stone Road Tallahassee, Florida 32399-2400 (850) 245-8736

Any changes to the contact information shown above must be reduced to writing in the form of a letter sent to the contact person identified in paragraph 11.

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

- 1. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$70,588 toward the project described in **Attachment A, Grant Work Plan**, for direct costs only. Prior written approval from the Department's Grant Manager shall be required for changes in task budgets between approved budget categories of up to 10% of the total budget amount for the task. The DEP Grant Manager will transmit a copy of the written approval and revised task budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal Change Order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount of the Agreement will require a formal amendment to the Agreement. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2012 until September 30, 2013.
- A. The Grantee, using Attachment B, Reimbursement Request Form, shall submit reimbursement requests upon the completion and submission of deliverables as identified in Attachment A. The Grantee shall submit a final invoice to the Department no later than October 31, 2013, to assure the availability of funds for final payment. An original of the Reimbursement Request Form, with summaries and appropriate contracts attached must be submitted. Reimbursement Request Forms must be signed by the designated authorized representative. This should be the same person who signed the Grant Agreement.
 - B. As an attachment to the Reimbursement Request Form, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction (check date), voucher number (if available), check number, amount paid, and vendor name and must be broken down by task. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. Authorized travel expenses are included in the amount of this Agreement and no additional travel expenses above those included in the allowable items described in paragraph 4 will be authorized. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
 - C. The Grantee shall submit Attachment D, Progress Report Form and deliverables in conjunction with the Reimbursement Request Form. Each Progress Report shall clearly describe what the expenditures were used for and how such expenditures relate to the allowable items described in Attachment A. To the extent that the expenditures are used for a specific project, the progress report should also include a description of problems encountered, problem resolutions, a financial summary of the project, and any schedule updates.
- 3. In addition to the requirements in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers for fringe benefits. All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

- 4. Expenditures shall be limited to the following items, as specified in Rule 62-716.510, Florida Administrative Code, in accordance with Section 403.7095(3), Florida Statutes:
 - A. Allowable costs for reimbursement under this Agreement include:
 - 1. Annual solid waste management program operating costs
 - Purchasing or repairing solid waste scales;
 - Planning;
 - 4. Construction and maintenance of solid waste facilities; and
 - 5. Recycling and education programs, which may include solid waste management education for employees or the public and recycling demonstration projects.
 - B. Unallowable costs for reimbursement under this Agreement include:
 - 1. Cell phone expenditures;
 - 2. Indirect, overhead or administrative costs; and
 - Promotional items such as T-shirts and other items promoting the program; and
 - 4. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement.
 - Specific costs authorized for this Agreement are identified in Attachment A.
 - D. Contractual (Subcontractors) Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.
- 5. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - A. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

- B. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
- C. All subcontracts are subject to the provisions of paragraph 18 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- 6. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 7. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E (Special Audit Requirements), attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Manager to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting**, **Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

- 8. A. The Department has the right to terminate a Grant award and demand refund of Grant funds for non-compliance with the terms of the award, Section 403.7095, Florida Statutes, or the Solid Waste Grants Program Rule, Chapter 62-716, Florida Administrative Code. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the Grant award. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- The Grantee shall obtain all necessary construction-related permits before initiating construction.
- 10. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.
- 11. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 12. Pursuant to Section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
- 13. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- 14. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
- 15. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 16. The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
- 17. Reimbursement for equipment or vehicle purchases costing \$1,000 or more is not authorizunder the terms and conditions of this Project Agreement.
- 18. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any

subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- 19. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- 20. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
- 21. A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on

any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

- 22. The Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Agreement. The 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. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.
- 23. The Department may at any time, by written order designated to be a change order, make any change in the contact information identified in Section I of this Agreement. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
- 24. Land acquisition is not allowed under the terms of this Agreement.
- 25. 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.
- 26. This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of COLUMBIA for all allowable costs incurred up to and not exceeding \$70,588.

THE STATE OF	FLORIDA BY	THE DEPARTMENT O	F ENVIRONMENTAL	PROTECTION:
Secretary or des	ignee		Date	
Approved as to fo	orm and legal	ity:		
This form has be Form and legality Senior Assistant August 15, 2012	by Chris Mc General Cou	Guire, nsel, on		
they are duly aut perform in accor Work Plan , and reference. For	horized to act dance with the all attachment purposes of	on behalf of the recipied te terms and conditions ts and exhibits named he	nt county, and (2) the (set forth in this Agree erein which are attache erms "Contract" and	undersigned represents that Grantee does hereby agree to ement, Attachment A , Grant ed hereto and incorporated by "Agreement" and the terms
BY AND ON BEH	HALF OF THE	DESIGNATED RECIPI	ENT COUNTY:	
Signature of Auth Scarlet Frisina Chairperson	norized Repre	sentative	Date	
Please return to:				
Department of El Bureau of Solid a Solid Waste Sec 2600 Blair Stone Tallahassee, Flor	and Hazardou tion - M.S. # 4 Road	s Waste 555		
List of attachmer	its/exhibits inc	cluded as part of this Agr	reement:	
Specify Type Attachment	Letter/ Number A	Description (include n Grant Work Plan (3 P	ages)	
Attachment Attachment	<u>В</u> С	Reimbursement Requ Contract Payment Red	est Form and Instruction	ons (2 Pages)

Progress Report Form (2 Pages)

Special Audit Requirements (5 Pages)
Certification of Applicability to Single Audit Act Reporting (3 Pages)

Revised 8/12 DEP Agreement No. 304SC, Page 8 of 8

D

E

F

Attachment

Attachment

Attachment

ATTACHMENT A GRANT WORK PLAN

Project Location: County-	Wide		
roadways throughout Coli	ımbia County on a <u>PER (</u> tons of roadside litter <u>AN</u>	over 503.57 miles of county maintai <u>CYCLE BASIS</u> . The Contractor collects, <u>NUALLY</u> by hand for proper disposal at	on
•		bullet format, expected to be achieved o	as a
result of funding/completing	g this proposed project.		
Objective 1: Remove	ve roadside litter throughou	ut the county.	
Objective 2:			
• Objective 3:			
maintained roadways to picontractor annually at the removed from unauthorize <i>Cost:</i> Grant will reimburse	ck up litter. Approximately e county maintained land d areas and disposed of pro \$70,588 (Total contract is provide proof of payme	\$116,475) ent to contractor and report tons of li	the are
•			
			•

Project Tasks/Deliverables: Identify by task, start date, and completion date. Identify deliverables to result from this project. (Examples include: reports, manuals, videos, maps, BMPs installed, meetings, field days, issued permits, quality assurance plans, something as proof that the task was completed, etc.) Identify dates for providing the deliverables on a schedule after the date of agreement execution. Format should appear as follows:

Task No.	Task Title	Start	Complete	Deliverable	Deliverable Due Dates
1.	Litter Control	10/01/12	09/30/2013	Reports w/ Vendor Invoices	01/31/13 04/30/13 07/31/13 10/31/13

Performance Measures: Site inspections are conducted on county roadways by county staff to monitor contract performance.

Financial Consequences: Non-Payment until contractor complies with performance standards and review of invoices are met by county staff.

Project Budget: Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.

Budget Category		Matching Funds and Source		
	DEP Funding Amount	Funding Amount	Source of Funds	
Salaries:				
Fringe Benefits:				
Travel:				
Contractual	\$70,588			
Services:				
Equipment				
Purchases				
Supplies/Other				
Expenses				
Land				
Indirect:				
Total:	\$70,588			
Total Funding	\$70,5	\$70,588 (DEP grant award)		
Amount:				
% Match:				

Project Budget Narrative: Provide budget detail for each Project Funding Category stated above for both DEP Funding and Match.

Salaries: Provide the positions that will be paid under this grant, what their hourly rate is and how many hours it is anticipated they will work on the project.

Fringe Benefits: Provide the fringe benefit rate and the benefits included in the rate.

Travel: Who is traveling and to where and what task is it under?

Contractual: What services will be subcontracted?

Equipment: What equipment will be purchased? Equipment is \$1,000 or more per unit cost. Supplies/Other Expenses: What supplies will be purchased? What are the other costs? (rental, postage, copying, any costs other than salaries, fringe benefits, travel, contracted services, indirect).

Land: If land is being purchased or leased make sure that there is language in the Agreement and provide a description of the purchase or lease.

Indirect: What is the indirect rate? Provide % of (categories based on cost allocation plan)
NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR THE
MATCH.

Total Budget by Task: The tasks identified here should agree with the tasks identified and described above.

				Matching Funds and Source		
		Task	DEP Funding	Matching Funds	Source of Funds	
1	Litter	Control	\$70,588			
2				<u> </u>		
3				<u></u>		
4						
5						
6						
		Total:	\$70,588		·	
		Project Total:	\$116	,475		

Measures of Success: Approximately 30 tons of materials are disposed of by contractor at the county maintained landfill annually. Site inspections are conducted on county roadways by county staff to monitor contract performance.

ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

Mailing Address:	Grantee's Grant M	Grantee's Grant Manager:		
Walling Addition.	Payment Request No.:			
DEP Agreement No.: 304SC				
Date Of Request:	Performance	Performance Period: Task No.:		
:	Period:			
Reimbursement Amount	Task			
Requested:\$	No.:			
GR ANT FYD	ENDITURES SUMMARY SECT	ION		
ORAIVI LAI	ENDITORES SOMMART SECT	ION		
Effective Da	ate of Grant through End-of-Grant Period	i <u>}</u>		
CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS		
Salaries	SN/A	SN/A		
Fringe Benefits	SN/A	\$N/A		
Travel (if authorized)	SN/A	\$N/A		
Subcontracting:	\$	S		
Equipment Purchases	S	s		
Supplies/Other Expenses	\$	\$		
TOTAL AMOUNT	S	S		
GRANT AWARD AMOUNT	\$			
Less Total Cumulative Payments of:	\$			
GRANT AWARD BALANCE	S			

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent. DEP AGREEMENT NO.: This is the number on your grant agreement. DATE OF REQUEST: This is the date you are submitting the request.

TASK AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK BUDGET AMOUNT" line for the

"AMOUNT OF THIS REQUEST" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

TASK NO.: Enter the number of the task that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for this task during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register

should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document

reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of

the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe

benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies

of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes,

which includes submission of the claim on the approved State travel voucher or

electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property

is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in

Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be

reimbursed on a usage log which shows the units times the rate being charged. The rates

must be reasonable.

For contracts between state agencies, and for contracts between universities, alternative documentation may be submitted to substantiate the reimbursement request. This may be in the form of FLAIR reports or other similarly detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	304SC
Grantee Name:	Columbia County
Grantee Address:	
Grantee's Grant Manager:	Telephone No.:
Reporting Period:	
Provide a description of what	expenditures were used for and how such expenditures relate
	lescribed in the Grant Agreement.
	_
If evnenditures were used for	a specific project, include how the expenditures relate to the
	of any problems encountered and problem resolutions.
specific project, a description	or any problems encountered and problem resolutions.
·	

Identify below, and attach copies project for this reporting period (accomplished, etc.)			
Provide actual costs to date:			
Expenditure Category	Amount of Expenditures Prior to this Reporting Period	Amount of Expenditures for this Reporting Period	Total of Amount of Expenditures to Date
Salaries			
Fringe Benefits			
Travel	·		
Subcontracting			
Equipment			
Supplies/Other Expenses This report is submitted in accordar 304SC and accurately reflects the accordance of the submitted in accordance of the submitted	ctivities and costs a		ubject project.
Signature of Grantee's Grant Mana	ger		Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be 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 recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.fldfs.com/ and the Auditor General's Website at http://www.fldfs.com/ and the

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

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

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection 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 recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
					 ,

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:							
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category		

State Resource	ces Awarded to the Recipient I	Pursuant to this A	Agreement Co	onsist of the Following Resources Subje	ct to Section 215.97, F.	S.:
State		· - ·		CSFA Title		State
Program		State	CSFA	or		Appropriation
Number	Funding Source	Fiscal Year	Number	Funding Source Description	Funding Amount	Category
Original	Solid Waste Management	2012-2013	37.012	Small County Consolidated Grants	\$70,588	140134
Agreement	Trust Fund, Line Item 1714					
				•		

		TO THE REAL PROPERTY AND A STREET WAS A STREET OF THE STREET,
Total Award	\$70,588	er manne beiter in merteten ballet fanne bei er men fein, de men bit die
	+ + + + + + + + + + + + + + + + + + + 	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name: Columbia County	
Grantee Fiscal Year Period: FROM: TO	D:
Total State Financial Assistance Expended during Grantee \$	e's most recently completed Fiscal Year:
Total Federal Financial Assistance Expended during Grans \$	tee's most recently completed Fiscal Year
CEDTIFIC ATION STATEMENT.	
CERTIFICATION STATEMENT: I hereby certify that the above information is correct.	
Signature	Date
Print Name and Position Title	

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year
NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).
Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.
\$
Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.
\$
The Certification should be signed by your Chief Financial Officer.
Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. Question: Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. Question: Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. Question: How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. Question: Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. Question: Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. Question: Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2^{nd} notice.

7. Question: Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

10/4/12da

SEP 2 5 2012

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTColumbia 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: September	24, 2012	Meeting Date: Octob	per 4, 2012
Name: Kevin Kirby		Department: Mosq	uito Control
		get Amendment #3	Form. FY11/12 Reduction in
Salaries & Pers. Servi	ce Benefits to refl	ect actual balance	to be spent.
Attach any correspondence memorandums, etc.	information, document	ts and forms for actio	n i.e., contract agreements, quotes,
2. Fiscal impact on current	oudget. Reduction t	o reflect actual	palance to be spent
Is this a budgeted item?	[*] N/A		
	[] Yes Account No.		
	[] No Please list the	proposed budget am	endment to fund this request
Budget Amendment Numb	er:	_	
FROM	<u>10</u>		<u>AMOUNT</u>
Account:	Accou	nt:	 \$
	For Use of Co	unty Manger Only:	

[] Discussion Item

[] Consent Item

STATE OF FLORIDA Department of Agriculture and Const Division of Agricultural Environment

Department of Agriculture and Consumer Services
Division of Agricultural Environmental Service
Section 388, F.S., Rule 5E-13.027, F.A.C.

Bureau of Entomology and Pest Control 1203 Governors Square Boulevard Suite 300 Tallahassee, Florida 32301

CHARLES H. BRONSON

(850) 922-7011/SunCom 292-7011. Fax (850) 413-7044

ARTHROPOD CONTROL BUDGET AMENDMENT

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 3

Fiscal Year:

2011-2012

Date:

9/24/2012

Amending: Local Funds (X) State Funds () (Check appropriate fund account to be amended. Use a separate form for each fund).

The Board of Commissioners for Columbia

District hereby submits to the Department of Agriculture and Consumer Services.

Bureau of Entomology and Pest Control, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget	
\$ 145,895.00	State of the Special Sec.	\$ 145,895.00	\$ -	\$ 44,509.00	\$ 101,386.00	

NAME SOURCE OF INCREASE:

(Explain Decrease) Reduction to reflect actual balance to be spent FY11/12.

		BUD	GETED RECEIPTS	3					
Acct#	Description	Present Budget		Increase Request		Decrease Request		Revised Budget	
311	Ad Valorem (Current/Delinquent)	\$	44,509.00	\$	-	\$	44,509.00	\$	-
334.1	State Grant	\$	-	\$		\$		\$	-
362	Equipment Rentals	\$	-	\$	-	\$	-	\$	-
337	Grants and Donations	\$	-	\$		\$	-	\$	-
381	Interest Earnings	\$. -	\$	-	\$	•	\$	
384	Equipment and/or Other Sales	\$	-	\$		\$	<u>-</u>	\$	
369	Misc/Refunds (prior yr expenditures)	\$	•	\$		\$	•	\$	
380	Other Sources	\$	-	\$	•	\$	•	\$	-
389 "	Loans	\$	•	\$	<u> </u>	\$	_	\$	<u> </u>
TOTAL RECEPTS	KARATA MARKATAN SALAM SA	\$	44,509.00	\$	-	\$	44,509.00	\$	
Beginning Fund Bat		\$	101,386.00	\$	-	\$		\$	101,386.00
Total Budgetary Rec		\$	145,895.00	\$		\$	44,509.00	\$	101,386.00

BUDGETED EXPENDIT	TURES						T
Acct #	Uniform Accounting System Transaction	Present Budget	Increas	e Request	Decre	ase Request	Revised Budget
10	Personal Services	\$ 62,734.00	\$		\$	36,052.00	\$ 26,682.00
20	Per Selly Benefits	\$ 15,159.00	\$	-	\$	8,457.00	\$ 6,702.00
	Operating Expense	\$	\$	•	\$	-	\$ 20 1000
0 3 6 40 A 0 8	Travel & Per Clem	\$ 1,190.00	\$	-	\$	-	\$
(41) (44)	Communication Serv	。\$ (4) (4) (5) (5) (6) (6)	\$	•	\$	-	7\$ 1 - 1748 to 1874
42	Freight Services	\$ -	S	-	s	•	\$ -

Personal Services Per Serv Benefits Operating Expense Travel & Per Diem Communication Serv Freight Services Littlity Service Rentals & Leases Insurance Repairs & Maint Printing and Binding Promotional Activities Other Charges	\$ 62,734.00 \$ 15,159.00 \$ 1,190.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 36,052.00 \$ 8,457.00 \$ - \$ - \$ - \$ - \$ - \$ -	\$ 25,682.00 \$ 6,702.00 \$ 1,190.00 \$
Operating Expense Fravel & Per Dem Communication Serv Fratgint Services Utility Service Reintals & Leases Insurance Repairs & Maint Printing and Binding Promotional Activities Other Charges Office Supplies	\$ 1,190.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ 1,190.0
Travel & Per Diem Communication Serv Freight Services Utility Service Rentals & Leases Insurance Repairs & Maint Printing and Binding Promotional Activities Other Charges	\$ 1,190.00 \$ \$ \$ \$ \$ 8,958.00	\$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ -	\$ 1,190.00
Communication Serv Freight Services Utility Service Reintals & Leases Insurance Repairs & Maint Printing and Binding Promotional Activities Other Charges	\$ 8,958.00 \$ 8,958.00	\$ - \$ - \$ - \$ - \$ -	\$ - \$ -	
Protest Services Utility Service Rentals & Leases Instruce Repairs & Maint Printing and Binding Profictional Activities Other Charges	\$ 8,958.00 \$	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	
Utility Service Rentals & Leases Insurance Repairs & Maint Printing and Binding Promotional Activities Other Charges Office Supplies	\$ 8,958.00 \$	\$ - \$ - \$ -	\$ - \$ - \$ - \$ -	
Rentals & Leases Insurance Repairs & Maint Printing and Binding Promotional Activities Other Charges Office Supplies	\$ 8,958.00 \$	\$ - \$ - \$ -	\$ - \$ - \$ -	
Insurance Te parts & Maint Printing and Binding Promotional Activities Other Charges Office Supplies	\$ 8,958.00	\$ - \$ -	\$ - \$ -	Section 1981 - Participation of the Section 1981
Printing and Binding Printing and Binding Promotional Activities Other Charges Office Supplies	\$ 8,958.00 \$	\$ -	\$ - \$ -	The state of the s
Printing and Binding Profitotional Activities Other Charges Office Supplies			\$	ية فالأقل يواد و الأسي
Promotional Activities Other Charges Office Supplies		\$ -		\$ 8,958.0
Other Charges Office Supplies			\$ -	.\$ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
Office Supplies	🐞 e e e e e e e e e e e e e e e e e	\$ -	\$ -	. \$ unit in a life variety
	• • • • • • • • • • • • • • • • • • •	\$ -	\$ -	\$
Property of the contract of th	\$ 144.	\$ -	\$ -	\$
Gas of the / Oli/Lube	\$ 23,550.00	\$ -	\$ -	\$ 23,550.0
Chemicals	\$, 8,222.00	\$ -	\$ -	\$,222.0
Protective Clothing	. \$ 140 140 160 160 160	\$ -	\$ -	\$
Mist. Supplies	\$ 44	\$ -	\$ -	3 / 10 10 / 10 / 10 / 10 / 10 / 10 / 10
Tools & Implements	\$	\$ -	\$ -	\$ 3000 - 2003
Publications & Dues	\$ 1,082.00	\$ -	\$ -	\$ 1,082.0
Trahing	\$	\$ -	\$ -	\$ 1000
Capital Outlay	\$ 25,000.00	\$ -	\$ -	\$ 25,000.0
	\$	\$ -	\$ -	. San
intérest	\$ 1	\$ -	\$ -	\$
Aids to Government Agencies	\$	\$ -	\$ -	\$
Other Crants and Akis	\$	\$ -	\$ -	\$
Contingency (Current Year)	\$	\$ -	\$ -	\$
Payment of Prior Year Accounts	\$	\$ -	\$ -	\$
AL BUDGET AND CHANGES	\$ 145,895.00	\$	\$ 44,509.00	\$ 101,386.0
Réserves - Future Capital Outlay	\$ 0.2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ -	\$ -	\$ 1700 SW1 10-
leserves - Self-Insurance		\$ -	\$ -	*\$ 0, 0, 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1
Reserves - Cash Balance to be Carried Forward		\$ -	\$ -	
Reserves Sick and Annual Leave Trans Ou		\$ -	\$ -	\$
TOTAL RESERVES	\$14/04/04/04/04 /6 %	Swall Swall	\$ Did 2	Same at the same
SETARY EXPENDITURES & BALANCES	\$ 145,895.00	\$	\$ 44,509.00	\$ 101,386.0
TURE ENDING FUND BALANCE	\$	\$ -	\$ -	\$ -
	Protective Clothing Misc. Supplies Tools & Implements Publications & Dues Training Capital Outlay Principal Interest Aids to Government Agencies Cther Grants and Aids Contingency (Current Year) Payment of Prior Year Accounts AL BUDGET AND CHANGES Reserves - Future Capital Outlay Reserves - Self-Insurance Reserves - Cash Balance to be Carried Forward Reserves - Stok and Annual Leave Trans Outland	Protective Clothing \$ Mist. Supplies \$ Tools & Implements \$ Publications & Dues \$ Training \$ Capital Outlay \$ Principal \$ Interest \$ Aids to Government Agencies \$ Chief Grants and Aids \$ Contingency (Current Year) \$ Payment of Prior Year Accounts \$ AL BUDGET AND CHANGES \$ AL BUDGET AND CHANGES \$ Neserves - Future Capital Outlay \$ Reserves - Self-insurance \$ Reserves - Cash Balance to be Carried Forward \$ Reserves - Sick and Annual Leave Trains Ou \$ TOTAL RESERVES \$ \$ 145,895.00	Protective Clothing	Protective Crothing

TOTAL BUDGETARY EXPENDITURES & BALANCES		145,895.00	\$ 1 3 3.	, jag (15 <mark>), 🕭</mark> (1	\$	44,509.00	\$
TOTAL FUTURE ENDING FUND BALANCE	\$	-	\$	•	\$	-	\$ _
APPROVED:			DATE:		•		 _
Chairman of the Board, or Clerk o	of Circuit (Court					
APPROVED:			DATE				
Bureau of Entomology and Pe	st Contro	ı					
DACS Form 13613, Rev 9/03							
			-				_

RECEIVED

SEP 1 4 2012

10/4/12

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Board of County Commissioners
Y 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.

Name: Frank Harris Kevin Kirphy Department: Maintenance 1. Nature and purpose of agenda item: Renewal of HVAC Johnson Controls agreement for courthouse and annex. (see attached memo and agreement)				
Attach any correspondence memorandums, etc.	information, documents and forms for action i.e., contract agreeme	nts, quotes,		
2. Fiscal impact on current l	oudget.			
Is this a budgeted item?	[] N/A			
	[X] Yes Account No. <u>001.1830.519.3034</u>			
	[] No Please list the proposed budget amendment to fund this re	quest		
Budget Amendment Number	r:			
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>		
Account:	Account:	<u>\$</u>		

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

DATE: 9/13/12

TO: Frank Harris

FR: Buddy Isaac, HVAC Tech

RE: Contract renewal, Johnson Controls

Here is the renewal contract for year 2012-2013 on service agreement to Courthouse / Annex HVAC system.

Johnson Controls has not increased their price and service will remain the same as last year's agreement.

I would like to keep them on quarterly payments for the year, same as last year.

Planned Service

CUSTOMER
COLUMBIA CO COURTHOUSE

LOCAL JOHNSON CONTROLS OFFICE 8245 BAYBERRY RD JACKSONVILLE, FL, 322567432

DATE 10/1/2012



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals

As your building technology services partner, Johnson Controls can help ensure your building is performing at optimum levels. By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.





Executive Summary

PLANNED SERVICE PROPOSAL FOR COLUMBIA CO COURTHOUSE

Dear Mr. Isaac,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 10/1/2012 and ending 9/30/2013.
- The agreement price for first year is \$47,495.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Siebel Administrator Sys Admin

Benefits of Planned Service

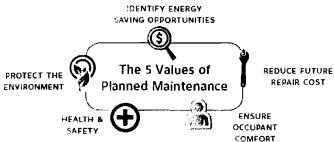


A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company

backed by the resources of a global

organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. Identify Energy Savings Opportunities

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. Reduce Future Repair Costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. Ensure Occupant Comfort

A comfortable working environment enables employees to work more productively and may lead to increased job satisfaction.

4. Health and Safety

When proper indoor conditions and plant requirements are maintained, business results may be improved by minimizing sick leave and reducing accidents.

5. Protect the Environment

Greenhouse gas emissions can be minimized by maintaining equipment at peak efficiency, inspecting for refrigerant leaks and managing refrigerant charges.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.



Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's



Most Ethical Companies for the fourth year in a row by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recently recognized Johnson Controls as the #1 company in its annual "100 Best Corporate Citizens" list.





As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local service operations agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service through a hand-held wireless device. Once the technician acknowledges the request, your service operations agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on our hand-held device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the service operations agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.



Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance. Routine maintenance such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, ensure occupant comfort, protect the environment and improve the health and safety of the building.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your planned service agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner



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Planned Service Agreement

Customer Name: COLUMBIA CO COURTHOUSE

Address: 135 NE HERNANDO AVE LAKE CITY FL 32055-4003

Proposal Date: 10/1/2012 Estimate #: 1-2FC39OD



Scope of Service
Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.
Extended Service Options for Premium Coverage
If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.
Equipment List
Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.
Term / Automatic Renewal
This Agreement takes effect on 10/1/2012 and will continue until 9/30/2013 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.
Refrigerant Charges
Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.
Customer Initials





Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$47,495.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.			
By: Stephen Telo		Ву:	
Signature :		Signature:	
Title: Branch Manager	Date:	Title:	Date:
Signature:		Customer PO#:	
Title: JCI Branch Manager	Date:	_	
Proposal not valid until signed by J	CI Branch Manager		
JCI Branch: Jacksonville F	L Service - 0245		
Address: 8245 BAYBER	RY RD		·
JACKSONVILL	E FL 322567432		
Branch Phone: (904) 733 1411			

Customer	Initials	





Schedule A

Equipment List (Selected Equipment to be serviced)

Site COLUMBIA CO COURTHOUSE		Address 135 NE HERNANDO AVE LAKE CITY FL 32055-4003			
1691	Contractor - Eddy Current			Basic	NA
17	AHU, Mixed, Vari Volume, 10- 40HP			Premium 24x7	
		Operational	5		
		Comprehensive	1		
		Evaporator Coil Cleaning	1	-	
1	Air Compressors, Industrial, 51-75HP			Premium 24x7	
		Operational	10	-	
1	Boiler, Gas, HW >750MBH 300HP			Premium 24x7	
		Operational	5		
		Comprehensive	1		
_		Boiler Tube Brushing	1		
		Combustion Analysis	1		
2	Chiller, WC, Screw, >200T			Premium 24x7	
		<u> </u>		loh	'



		Operational	11		
		Comprehensive	1		
		Chiller Tube Brushing	1		
		Vibration Analysis-Chiller	1		
		Oil Analysis	1		
1	Condensing Unit, Air Cooled, (0-10T)			Premium 24x7	
		Operational	5		
		Comprehensive	1		
		Condenser Coil Cleaning	1		
1	Refrigerated Air Dryer			Premium 24x7	
		Comprehensive	1		
2	Cooling Tower, without Strainer >250T			Premium 24x7	
		Operational	11		
		Comprehensive	1		
7	Fan, Exhaust Fan, Ceiling Mounted, 6 - 15HP			Premium 24x7	
		Operational	5		
		Comprehensive	1		





8	Pump - Condenser, 10 - 40HP			Premium 24x7	
		Operational	1		
2	Pump - Hot Water, 10 - 40HP			Premium 24x7	
-		Operational	1		
18	Variable Drive, VFD, 0-15HP			Premium 24x7	
		Operational	5		
1	Block Hours - Mechanical Heavy			Premium 24x7	
		Preventive Maintenance	1	<u> </u>	
1	Air Compressors, Industrial, 51-75HP			Premium 24x7	
		Operational	10	-	
1	Block Hours - Controls			Premium 24x7	
1	Controls (Controller/End Devices), Supervisory/Server/UI, 3rd Party, 0-25000 points			Basic	NA
		Operational	1		

Customer Initials	
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Special Additions & Exceptions

Cancellation of contract:

This agreement may be terminated by the customer for its convenience upon thirty (30) days prior written notice to Johnson Controls, Inc. If cancelled, the customer agrees to pay Johnson Controls, Inc. the amounts already paid for the work incurred on the contract to date.

Eddy current to be performed during chiller comprehensive services.

Chiller comprehensive includes condenser and evaporator tube cleaning, coil cleaning, and oil analysis: oil change to be performed if any abnormalities are found in the oil analysis results. Johnson Controls, Inc. shall be responsible for the removal of waste should JCI find that the oil needs to be changed.

Cooling tower comprehensives – annual cleaning.

Cooling tower motors are covered under cooling tower coverage.

Motor starters on AHUs #1,4,7,15: one (1) Freon detector linked to exhaust fan: two (2) condenser pumps and two (2) chilled water pumps are covered.

Carrier Control system and VAV's are covered under premium coverage up to \$3500.00 for repair labor and material on an annual basis.

Should that dollar amount be exceeded, repairs will be billed as time and material work to customer.

Special billing rates apply 10% discount off Johnson Controls, Inc. current street labor rates including regular and overtime labor.



Terms and Conditions

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.

EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, hibricants and soravs, depending on the Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.

PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement for Covered Emilipment.

EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard fee for all additional Services, materials, parts and equipment.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

B. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer

acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer.
SPECIFICALLY PROVIDED HEREIN, EXCEPT ALL OTHER HEREIN, EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER

C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

- supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
- 2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) site-related problems, including power failures and fluctuations and failure to keep the site clean and free of dust, sand and other particles or debris.
- 3) service calls due to warranty claims on the Covered Equipment;
- 4) repainting or refinishing Covered Equipment;
- 5) electrical work to the Customer's facility;
- stockpiling of parts or supplies;
- 7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping.
- service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather.
- service calls required because JCI had previously been denied access to the equipment;
- 10) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this





Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs, and 11) normal wear and tear.

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

- The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
- The Customer agrees that, during the Term of this Agreement, the Customer will:
 - (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
 - (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;
 - (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control:
 - (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
 - (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement; and
 - (g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and
- 3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services.

E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

F. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

G. INDEMNITY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands, or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to paragraphs H and O below.

H. LIMITATION OF LIABILITY

Form E9115 (Rev11/07)	
Customer's Initials	

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (I) \$23,000, OR (II) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations

I. FORCE MAJEURE

- JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and without the intertional misconduct or negligence of JCI. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) terrorism, ricts or war; or (i) unavailability of parts, materials or supplies.
- 2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.
- JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

K. JCI's EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

L JCI'S EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires arry JCI employee who worked at the Customer's facility at any time the Customer agrees to 1) pay JCI an amount equal to 12 months salary for such employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

M. RESOLUTION OF DISPUTES





Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder. If a dispute, claim, or other matter in question ("Dispute") related in any manner to this Agreement arises, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation. The Parties further agree as follows:

- EACH PARTY WAIVES ANY RIGHT TO TRIAL IN A COURT OF LAW AND TO TRIAL BY JURY.
- Notice of Dispute: In order to be able to mediate or arbitrate any Dispute between JCI and Customer, written notice thereof must be given by the Party requesting mediation within five (5) days after the Dispute arises. The purpose of such notification is to place the notified Party on notice so proper measures can be taken to defend against such Dispute, and the failure to give such notice shall preclude the Party desiring arbitration from subsequently mediating or arbitrating the particular Dispute.
 Mediation: As a condition precedent to arbitration, the Parties must submit
- 3) Mediation: As a condition precedent to arbitration, the Parties must submit the Dispute to mediation within five (3) days of the notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other nucliation service mutually agreed to by the Parties.
- 4) <u>Arbitration</u>: In the event mediation of the Dispute is unsuccessful, no later than five (5) days following such mediation the Dispute must be submitted to arbitration. Arbitration shall be conducted in accordance with the then current arbitration nules of the American Arbitration Association or other arbitration service mutually agreed to by the Parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the Parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered there upon in accordance with applicable law in any court having competent jurisdiction thereof. The Party prevailing in the arbitration shall be entitled to an award of its reasonable costs, including reasonable attorney's fees, incurred as a result of the Dispute.
- 5) Services Obligation Suspended: The Parties agree while arbitration of the Dispute is pending, JCI's obligation to provide continued Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder is in addition to all other rights JCI may have at law or in equity and does not impair the rights of JCI with regard to a Dispute hereunder. The Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.
- 6) The rights and obligations of JCI herein are in addition to, and do not alter, impair, limit, or otherwise waive any other rights granted JCI in equity or by statute.

N. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

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A	
Customer's Initials	

Form E9115 (Rev11/07)

- 1) Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (b) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.
- Other Hazardous Materials: JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from it facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the forgoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.
- Environmental <u>Indemnity</u>. To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its officers, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damagea, expenses (including reasonable legal fees and defense costs), claim, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O.





P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

Q. MISCELLANEOUS PROVISIONS

- Any notice that is required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
- This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
- This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
- 4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modifications to this Agreement.
- 5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
- 6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
- 7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.
- 8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
- 9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, as provider herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

R. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located.

S. SEVERANCE

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or otherwise found to be, illegal or in conflict with any law of the state governing this Agreement or the United Statea, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to constitute the Agreement that the Parties intended to enter into in the first instance.

T. JCI'S INTELLECTUAL PROPERTY

Form E9115 (Rev11/07)	
Customer's Initials	

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

[END OF DOCUMENT]





After Recording Return To: First Federal Bank of Florida 4705 US HWY 90 West Lake City, FL 32055

[Space Above This Line For Recording Data]

Subordination Agreement

(Modified Mortgage)

Date: 09/01/2012

Property (the legal description of the Property under the Junior Mortgage):

Lot 6, Unit 1, Myrtis Estates, according to the plat thereof as recorded in Plat Book 5, Page 135, Public Records of Columbia County, Florida.

Property Address: 1068 SE Myrtis Road

Lake City, FL 32025

Subordinating Lender:

Junior Mortgage: Columbia County (S.H.I.P)

Date: November 21, 2008

Borrower: Carlos Nater - Pizarro A/K/A Carlos Nater, A Single Person

Recording information: Filed 11/21/2008 in or Book 1162, Page 1719 in public records

of Columbia County. Florida

Senior Lender:

Original Mortgage: First Federal Bank of Florida

Date: November 21, 2008

Borrower: Carlos Nater - Pizarro A/K/A Carlos Nater, A Single Person

Note secured by Original Mortgage: First Federal Bank of Florida

Dated: November 21, 2008

Original principal amount: \$ 134,285.00

Recording information: Filed 11/21/2008; Book 1162; Page 1706; by Public Records

of Columbia County, Florida

Modified Mortgage

Date of Modification: September 01, 2012

Borrower: Carlos Nater - Pizarro A/K/A Carlos Nater, A Single Person

Modified Mortgage:

Dated: 09/01/2012

Modified principal amount: \$136,442.72 Recording information (when available):

Subordinating Lender is the owner and holder of the Junior Mortgage and obligations secured by the Junior Mortgage; the Junior Mortgage is a lien on the title to the Property or an interest in that title.

For value received and to induce the Senior Lender to modify the Original Mortgage, Subordinating Lender unconditionally subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage. Subordinating Lender agrees that its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage will remain subordinate to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage regardless of any renewal, extension or further modification of the Modified Mortgage.

This Subordination Agreement shall be binding upon the successors and assigns of the Subordinating Lender.

When the context requires, singular nouns and pronouns include the plural.

Mortgage means mortgage, deed of trust, trust deed or other security instrument.

[Columbia County, Florida]	-
Ву:	-
	the person described in and who executed the y acknowledged the execution hereof to be his purposes therein mentioned.
WITNESS my hand and official sea	al the date aforesaid.
Notary Republic	
State of Florida County of	
My commission expires:	

13

Prepared by and Return to: Security Title Agency, Inc. Edda Kemp 2233 Park Avenue #301 Orange Park, Florida 32073

File Number: STA-13334
Parcel ID Number: R13500-000

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owner and holder of a certain mortgage deed executed by DAVID E. BASSETT and DENISE F. BASSETT, husband and wife, to COLUMBIA COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, bearing the date of May 28, 2003, recorded in Official Records Book 984, Page 1931, in the office of the Clerk of the Circuit Court of Columbia County, State of Florida; securing that certain note in the principal sum of Ten Thousand dollars and 00/100 Dollars (\$10,000.00).

And certain promises and obligations set forth in said mortgage deed, upon the following described property, situate, lying and being in Columbia County, State of Florida, to wit:

Lot 4, Block A, OLIVIA ADDITION NO. 1, a subdivision, being a replat of Lots 7 to 21, inclusive, Block 1, and all of Block 2, BROOKSIDE SUBDIVISION, and adjacent land to Brookside Subdivision, as per plat of Olivia Addition No. 1, recorded in Plat Book 3, page 38, public records of Columbia County, Florida.

Hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

WITNESS my hand and seal,			
Signed, sealed and delivered in the presence of			
	COLUMBIA COUNTY, FI	ORIDA	
Witness Printed Name	BY:		
Witness Printed Name			_
STATE OF FLORIDA, Columbia County ss:			
The foregoing instrument was acknowledged before		r, 2012, by JNTY, FLORIDA, a politic	cal subdivision,
who is authorized by Columbia County, Florida, and person identification.	ally known to me or who has p	roduced	as
		 	(Scal)
	Notary Public Notary	Printed	Name:
	My Commission Ex		

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date	9/10//12	Permit No	County Road:	SW Cambridge Gln Section No	·
Perm	ittee Comcas	st Cable_			
Addr	ess 5934 Ric	hard St, Jacksonville, FL	32216	Telephone Number 904-626-209	2
Main	tain Propose		V facilities at 4255 SW	called the County, to contract, opera Cambridge Gln., Node:LC011 /Proj	
FRO	M:		то	:	
Subm	nitted for the	Utility Owner by: -Billie	Lentes/Agent for Comca	3st	9/10/12
		Typed 1	Name & Title	Signature Alle Later	Date 9-10-12
Propo	osed work is ORT WHITE		Municipality: YES (x) n was mailed on 9/10/12	attached hereto and made a part of th NO (). If YES: LAKE CITY to the following utility	
again locate The P	immediately ed at 607 NW PERMITTEE Te	upon completion of work Quinten St, Lake City, F S employee responsible for	k. The Public Works Dir L. or Maintenance of Traff -2092	Telephone Number 386-7	19-7565
and si	hall be comp of permit app	leted within 90 days afteroval, then PERMITTEE	ter permitted work has be must review the permit	aith within _30_ days after issuance of the degun. If the beginning date is more the with the Columbia County Public Wat would affect the permitted constru	nan 60 days from orks Director to
	e constructio MITTEE.	n and maintenance of sucl	h utility shall not interfe	re with the property and rights of a p	rior
		-		e use only and that the placing of utility property right in said holder.	ities upon public
maint	enance, safe	and efficient operation, al	teration or relocation of	sary for the construction, repair, imp all, or any portion of said transportat County Engineer, any or all utilities a	ion facility as

appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

Utilities Permit Page Two Revised: 8/17/00

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

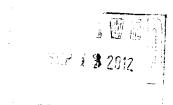
- 7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.
- 8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to b 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 ofthe 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.

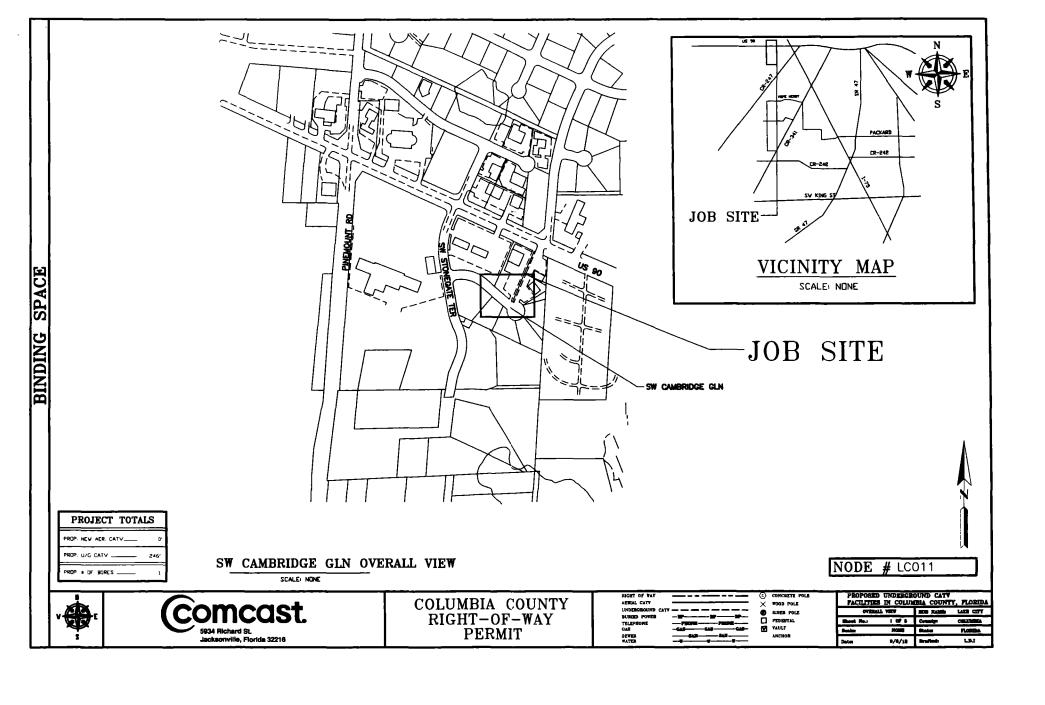
10. Should the DEDMITTEE he desirous of keeping its utilities in place and out of service, the DEDMITTEE he

execution of this permit acknowledges its present and continuing own					
	tation of				
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 ofthirty 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 binding nature of these specialist instructions.	is acknowledgment and acceptance ofthe				
Submitted By: Billie Lentes/Agent for Comcast	Place Corporate Seal				
Signature and Title Bolly Souther Permit CoOrdinator	Attested				

Utilities Permit Page three Revised: 8/17/00

Recommended	i for Approval.
Signature:	- flood from the same of the s
Title:	Operations unhacie
Date:	09.17-12
Approval by I	Board of County Commissioners, Columbia County, Florida:
YES()	NO()
Date Approve	d:
Chairman's Si	gnature:





NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NESC SAFETY CODES.

ALL PROPOSED CATY WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 24' DEEP. EXCEPT BORES 48' DEEP.

ALL PROPOSED UNDERGROUND CATY ROAD BORES WILL USE CITY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED CATY ROAD BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAYEMENT.

ALL PROPOSED CATY DRIVEWAY BORES WILL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAYEMENT.

ALL PROPOSED AERIAL WILL BE .700° DIAMETER AND WILL BE LASHED TO .250° STEEL STRAND CABLE USING .125° STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSING ROADWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 16'-0'.

ALL PROPOSED AERIAL CATY CROSSING DRIVEWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 15'-6'.

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS. PRIOR TO CONSTRUCTION.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

ALL UTILITIES LOCATED
BY VISUAL INSPECTION, TO
BE VERIFIED BY LOCATES

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

USE CASE 1 MOT

(c) CONCRETE POLE RIGHT OF WAY AERIAL CATV X WOOD POLE UNDERGROUND CATV ---R RISER POLE BURIED POWER □ PEDESTAL TELEPHONE ----PHONE ------PHONE ----ಠ VAULT -GAS---GAS-GAS SEWER _____SAN______SAN ___ ANCHOR WATER



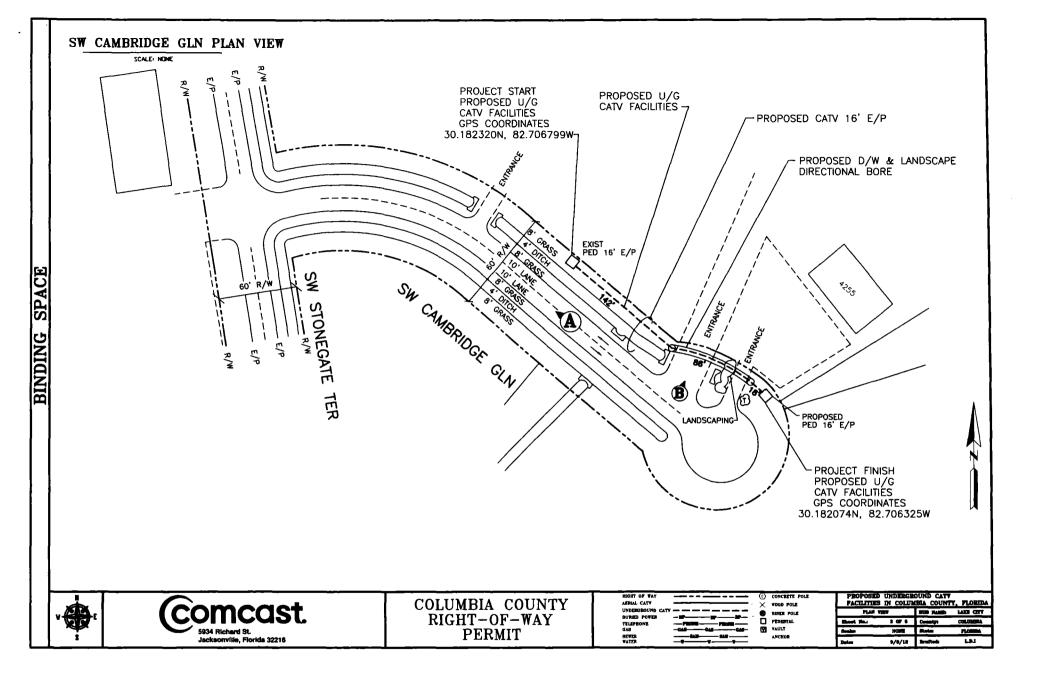


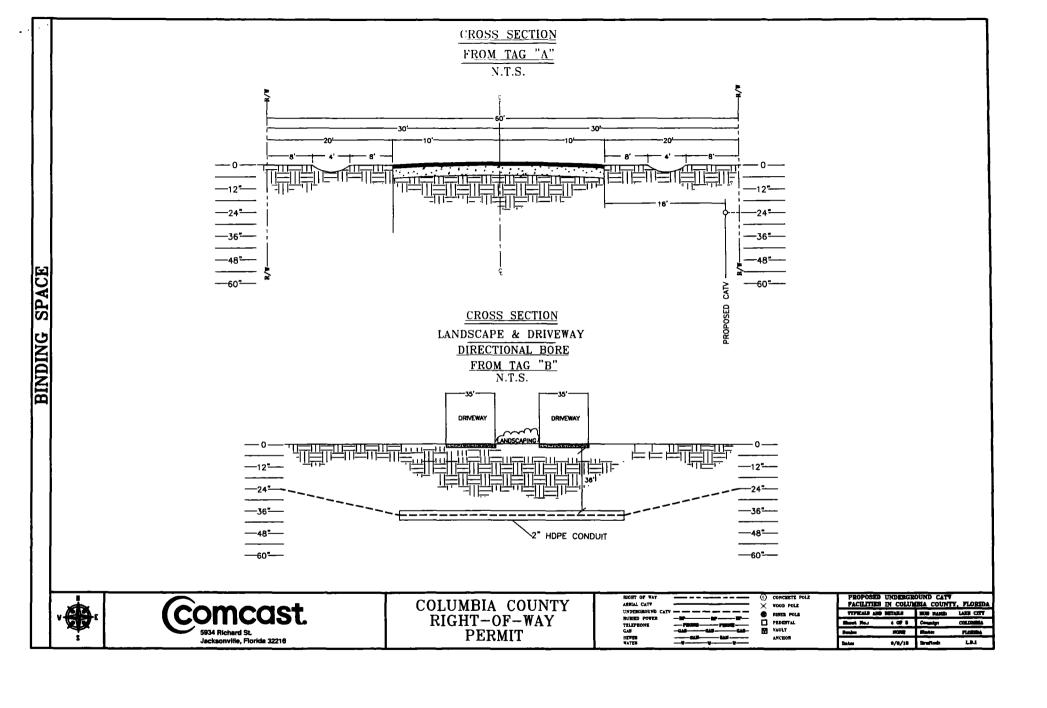
COLUMBIA COUNTY RIGHT-OF-WAY PERMIT

RIGHT OF WAY	
ARRIAL CATV	
UNDERGROUND CATY	
BUILD POWER	-ppp-
TELEPHONE	— 733 —— 733 ——
BAD	- 119 119
SEVER	

_	0	CONCRETE POLE
-	×	WOOD POLE
_	•	ELECT POLE
=		PEDESTAL
-	V	VAULT
-	_	ANCHOR

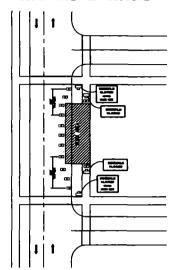
PROPOSED UNDERGROUND CATY FACILITIES IN COLUMBIA COUNTY, FLORIDA						
1407300		200 1446	TATO CITY			
Black No.:	1 07 1	Committy	COLUMNA			
منعة -	HOME	Diate	FLORENA			
Datas	9/8/18	Desiration 1	ᄺ			





SW CAMBRIDGE GLN COUNTY PERMIT MOT CASES

MID-BLOCK SIDEWALK CLOSURE



GENERAL NOTES

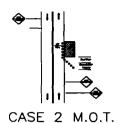
- 1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN.
 OTHER WORK ZONE SEEMS WILL BE MEEDED TO CONTROL TRAFF!
- 2. TEMPORARY MALKINGS SHALL BE A MANAGE OF 4' MEDE AND HOPF FREE OF ANY DESTRUCTIONS AND HAZARDS SUCH AS HOLES, DESTR MAD, CONSTRUCTION EXUMPLERT, STORED MATERIALS AND ETC.
- POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEMALK SHALL HAVE A 7' MARKAM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEMALK.
- COLLINERA COLINTY PROHIBITS WIDELOCK CROSSING OF PEDESTRIANS WHICH AN ALTERNATE ROUTE IS NOT FEMSILE. CONTRACTOR SHALL PROVID AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SEDEMAL IS CLOSIO.

CONDITIONS

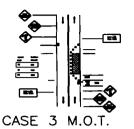
WHERE ANY VECHILE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCORCH ON THE SIDEMALK FOR Shoulder Work
(2'-15' From the Edge of Pavement)
(Maintaining two-way traffic in two travel lones)



Shoulder Work With Minor Encroachment (Within 2' of the Edge of Pavement)

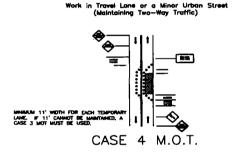


Lane Closure on a Two-Lane Road (Two Flagger Operation)



A CASE 3 MOT SHALL ONLY BE IMPLEMENTED WHILE CONTRACTOR PERSONNEL ARE PRESENT. DURING OFF HOUSE THIS MOT SHOULD BE REMOVED AND TWO LANES OF TRAFFIC RESIDENCE.

Lane Clasure in Advance of an Intersection (Work Area on the Through Road)





SIGN SPACING					
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	70 77 PR LOSE

MAINTENANCE OF TRAFFIC REQUIREMENTS

- MY MODIFICATIONS OF THE MARTENANCE OF TRAFFIC PLAN BIALL SE
- 2. PROJECT WORK HOURS AND METWEEN 7:00 AM TO 7:00 PM ON
- ARTEMAL STREETS. AND 9500 AM TO 4500 PM ON COLLECTOR O
- DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM I ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS REMINISTRATE
- 4. THERTY POST RAID ARE REQUIRED AT ALL INTERSECTIONS WHENCE THE
- S. ACCESS TO ALL STREETS AND DRANGERS TO BE MANTANED AT ALL T
- MANETS AND TO BE INSTRUME.
- THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO HO THAN ONE BLOCK AT A TRAC.
- . THE ROADING SHALL BE RESTORED TO AT LEAST A LIMEROOK SAFFA
- MONES ON TO THE MENT CONSTRUCTION ZONE.
- DUST CONTROL MEASURES SPALL BE MELLICHTED ON ALL UNPARES SURFACES WITH PARIS.
- THERE CONSTRUCTION PRIMERS IS NOT BHOTH ON PLANE, OR IF CONTRACTOR WITH TO ALIER THE PHANESS SHOWN, CONTRACTOR IS SUBJECT PHANESS PLAN WITH A PROPERCY CONSTRUCTION SCHOOLE T TRAFFIC PROMETERS PRIME BY CONSTRUCTION.
- 1. CONTRACTOR SHALL MOTEY TRAFFIC DISMESTERS GARGIN A

Comcast.

5934 Richard St.

Jacksonville, Fl. 32216

COLUMBIA COUNTY FL RIGHT-OF-WAY PERMIT SUBJECT: SW CAMBRIDGE GLN PROPOSED UNDERGROUND CATY FACILITIES IN NODE LCOT1

N	COUNTY:	COLUMBIA
	STATE:	FLORIDA
	SHEET NO .:	5 OF 5
	DATE:	9/6/12
	NODE:	LC011
	DRAFTED BY	r: LDI

ID# DIS	OLD NAME	OLD SUFFIX	OLD DRIVING DIRECTIONS	PREFI	XNEW ROAD	NAME NEW SUF	FIXINEW DRIVING DIRECTION:	LOCATION	S-T-R	MB PAGE
3379 2	UNNAMED	RD	SW SR47, L SW US HWY 27, R SW SHILOH ST, R UNNAMED RD	SW	HORNET	СТ	27, R SW SHILOH ST, R SW HORNET CT	RUNS FROM SW SHILOH ST NORTH, THEN WEST, THEN NORTH TO DEADEND	14-7S-16 70	



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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 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duvai 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: 9/27/2012		Meeting Date:	10/4/2012	
Name: David Kraus, Sa	fety Manager	Department:	Combined Communica	tion Center
1. Nature and purpose of a	genda item: Approval	of Incentive	Pay Adjustment i	for
911 Center Manager o				
Attach any correspondence memorandums, etc.	e information, document	s and forms for	action i.e., contract	agreements, quotes,
2. Fiscal impact on current	budget.			
is this a budgeted item?	[] N/A			
	[x] Yes Account No.	001-2510-52	5-10-12	-
	[] No Please list the	proposed budg	et amendment to fu	nd this request
Budget Amendment Numb	er:			
FROM	10	-		AMOUNT
Account:	Accoun	nt:		\$
	For Use of Co	unty Manger O	nly:	

[] Discussion Item

[] Consent Item

MEMORANDUM

TO:

Columbia County Board of County Commissioners

From:

David Kraus, Safety Manager

Date:

September 27, 2012

RE:

911 Communications Center Manager

We are prepared to fill 2 critical positions in our Combined Communications Center. Next week the Radio Communication Technician prospect will be completing the drug screening and physical requirements to begin work. Additionally, we have selected a candidate to fill the vacant 911 Center Manager position and are preparing a conditional offer of employment.

I will be restructuring the Safety Division to place the Radio Communications Technician under the 911 Center Manager to improve the coordination and communication between these two critical elements and clarify the chain of command. The Center Manager will now be responsible for all aspects of the dispatch process, including oversight of the technology.

I am requesting the approval of the Board of County Commissioners' to start this position at an annual salary of \$57,999 with a provision that after six months, if specific goals are met, the salary will increase to \$63,000. If approved, I will develop specific written goals in coordination with the County Manager and the 911 Center Manager prior to the commencement of work.



BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

September 27, 2012

MEMO

TO: Board of County Commissioners

FR: Dale Williams, County Manager 4

RE: Request to Carry Forward

Unexpended year-end funds in the amount of \$10,264.00 from the City of Lake City - Woman's Club Project are requested to be brought forward to FY 12-13.

DW/pds

XC: Ben Scott, Finance Director/

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



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: 9/27/2012		Meeting Date: 10/3/2012	
Name: David Kraus, Safe	ety Manager	Department: CDBG Housing Rehabil	itation
1. Nature and purpose of ag	enda item: Approva	l of Change Order Number 1 for	
Petronia Johnson (09-			
Roof began leaking a	fter initial inspect	tions.	
Attach any correspondence memorandums, etc.	information, documen	ts and forms for action i.e., contract agr	eements, quotes,
2. Fiscal impact on current l	oudget.		
Is this a budgeted item?	[] N/A		
	[¾] Yes Account No.	108-1000-554.30-32 Housing Rehab	oilitation
	[] No Please list the	proposed budget amendment to fund t	his request
Budget Amendment Numbe	or:	_	
FROM	<u>10</u>	A	MOUNT
Account:	Accou	mt: \$_	
	For Use of Co	ounty Manger Only:	

[] Consent Item [] Discussion Item

COLUMBIA COUNTY FY09 CDBG PROGRAM

CHANGE ORDER NO. __1

2.0 DCA Contract No. 11DB-L	4-03-22-01-H20	Date	10/4/12
Owner Petronia K. J	Johnson, Unit No. (09-07	
Project Address 457 SW Tine	Glen Road, Lake	City, Florida	
Contractor Fla. Homes.	Inc., R/C		
Changes Ordered:			
1. Item #1 - Roof - Repair roof at bo drip and affected T1-11 siding. Res	th ends where lea hingle and reflasi	aking. Reflash both dutch hips, h to match existing. Replace ve	replace 5' x 5' section, eave nt over kitchen, \$3,650.
Reason for Change Order:			
Roof condition was good at initial rehabilitation work.	l inspection. Lea	ks did not appear until the tropi	cal storm occurred during
CONTRACT AMOUNT C	DBG Funds	Homeowner Funds	
Original Contract Amount \$		\$0.00	
Previous Change Orders \$	0.00	\$0,00	
Change Order Addition \$	3,650,00	\$0.00	
Change Order Deduction \$	(0.00)	\$(0,00)	
Revised Contract Amount \$	24,857.00	\$	
shall apply hereto.			
	10/4/12		<u>10/4/12</u>
Owner's Signature	Date	Contractor's Signature	Date
Petronia K. Johnson (Print Owner's Name)		William Carl Herring, III, I (Print Contractor's Name)	President
			10/4/12
		Grant Administrator's Sign	ature Date
		Scott R. Koons (Print Grant Administrator)	s Name)
		(21mt Comm / Millimsususus	o
	10/4/12		10/4/12
County Project Superintendent's Signature	Date	Chair's Signature	Date
Tommy Matthews, Project Superinte		Scarlet Parnell Frisina	
(Print County Project Superintenden	t's Name)	(Print Chair's Name)	

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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 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: 9/28/12	Meeting Date:	<u> </u>
Name: Deborah Paulson		
Nature and purpose of a and junked. List is attached	Approval of items to be deleted from the Library's in large and a item:	nventory
3	e information, documents and forms for action i.e., contract ag	
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 t	his request
Budget Amendment Numb	e r:	
<u>FROM</u>	<u>TO</u>	AMOUNT

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Columbia County Public Library Items to be deleted from inventory October 2012

I.D.#	Name of Item	Model / Serial #	Declared	Notes	Purchased From
9642	CPU, Tandy		Junk		N/A
9643	Monitor, Tandy	25-40418 / 00301662	Junk		N/A
9832	Printer, Deskjet 870cxi	QN55P166D1.7-24/31892 / 7175P45023M	Junk		McCrimons Office System
9998	Printer, Deskjet 870cxi	C4555A / US73J120TC	junk		GE Capital ITS
10122	Scanner, Mirotek	E3 Plus / 7251607515	Junk		N/A
10183	Macintosh Quadra 610	XB4120SY1CH	Junk		Suwannee River Water Mgmt.
10187	CPU, PC	500 / 0017093695	Junk		Gateway
10265	Axon Computer (CPU)	12667	lunk		Respect of Florida
10745	HP Laserjet 4050	C4254A / USQA053249	Junk		N/A
11564	Color LJ 4500N	C4089A / JPHAF12692	Junk		Donated
N/A	Monitors (2)	N/A	Junk		N/A
N/A	Monitor (1)	CPD-15F23 / 8110823	tunk		N/A
N/A	CPU, Apple Macintosh	XC4453NR3WQ	Junk		N/A
N/A	CPU, Apple Macintosh	XC4461SQ175	Junk		N/A