

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approval of Resolution 2016-012: Construction and Maintenance Agreement with FDOT for the resurfacing of CR 241 from CR 335/NE 75th ST to the Alachua County Line in Levy County, FL.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes_ No_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ NO__ BUDGET OFFICER APPROVAL ____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Request approval of Resolution 2016-012 where the Board of County Commissioners authorizing the Execution of a Construction and Maintenance Agreement with FDOT for the Resurfacing of CR 241 from CR C335/NE 75th ST to the Alachua County Line in Levy County, FL. Financial Project ID# 437627-1-52-01. FDOT will fund and construct the project.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES <u>X</u> NO	YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-012**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY AUTHORIZING THE EXECUTION OF A
CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE
FLORIDA DEPARTMENT OF TRANSPORTATION FOR RESURFACING
OF CR 241 FROM CR 335/NE 75TH STREET TO THE ALACHUA
COUNTY LINE IN LEVY COUNTY, FLORIDA.**

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board), has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Board desires to enter into an agreement with DOT providing for DOT milling and resurfacing and County maintenance of CR 241 from CR 335/NE 75th Street to the Alachua County Line, including but not limited to DOT construction of paved shoulders, profiled pavement markings and installation of new signage, in Levy County, Florida, under Financial Project No. 437627-1-52-01;

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, that:

1. The Construction and Maintenance Agreement with DOT to fund milling and resurfacing and the County to perform subsequent maintenance of CR 241 from CR 241/NE 75th Street to the Alachua County Line, Financial Project No. 437627-1-52-01 ("the Agreement"), is hereby approved.
2. The Chair of the Board of County Commissioners of Levy County is authorized to execute the Agreement, and any addendums and amendments thereto.
3. The County Coordinator, or his designee, is authorized to sign any and all assurances, certifications, and reimbursement invoices, or other documentation which may be required in connection with the Agreement.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

Danny J. Shipp, Clerk

John Meeks, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\es\authorize_cr 241-alechua co line
LR2016-032

CONSTRUCTION & MAINTENANCE AGREEMENT

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

-RECITALS-

1. The term "Property" shall refer to certain real property located in Levy County, Florida, owned by the Agency and more particularly described as County Road (CR 241) as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to milling and resurfacing of CR 241 from CR 335 (NE 75th Street) to the Alachua County Line, including, but not limited to construction of paved shoulders, profiled pavement markings and installation of new signage as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution 2016-012 dated April 5, 2016, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

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

3. ACCESS

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

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

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

6. COMPLIANCE

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

7. PERMITS

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

8. PROJECT MANAGEMENT

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

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

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

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

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U. S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this

Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

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

11. WARRANTIES

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

12. EMINENT DOMAIN AND DAMAGES

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

13. PAYMENT

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

14. INDEMNIFICATION

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

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

15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

16. NOTICE

Financial Project Id. No. 437627-1-52-01
Federal Id. No. (if applicable)
Project Description CR 241 from (CR 335) NE 75th Street to Alachua County Line
Off System Department Construct Agency Maintain

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

Department: Florida Department of Transportation
Attention: Cindy Dunkel, P.E.
Chiefland Maintenance Engineer
1820 South Young Boulevard
Chiefland, Florida 32626

Agency: Levy County Manager's Office
Levy County Manager
Post Office Box 310
Bronson, Florida 32621

17. GOVERNING LAW

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

18. INITIAL DETERMINATION OF DISPUTES

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

19. VENUE AND JURISDICTION

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

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

20. JURY TRIAL

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

21. ASSIGNMENT

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

22. THIRD PARTY BENEFICIARIES

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

23. VOLUNTARY EXECUTION OF AGREEMENT

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

24. ENTIRE AGREEMENT

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

25. EXECUTION OF DOCUMENTS

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

26. SUFFICIENCY OF CONSIDERATION

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

27. WAIVER

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

28. INTERPRETATION

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

29. CAPTIONS

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

30. SEVERANCE

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

31. COMPUTATION OF TIME

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

32. MODIFICATION OF AGREEMENT

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

33. ANNUAL APPROPRIATION / FUNDING

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

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any

contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

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

Levy County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: Anne East Brown
Legal Counsel for Agency

Financial Project Id. No. 437627-1-52-01
Federal Id. No. (if applicable)
Project Description CR 241 from (CR 335) NE 75th Street to Alachua County Line
Off System Department Construct Agency Maintain

EXHIBIT "B"
(RESOLUTION)

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-16 Endorsing the delivery of a project for Bridge 340010 at CR 456 (Gulf BLVD) at Daughtry Bayou by FDOT

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes_ No_ If No, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes__ No__ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval for resolution 2016-16 for endorsing the delivery of the construction project for Bridge number 340010 located on CR 456 (Gulf BLVD) at Daughtry Bayou by FDOT under financial project ID 415252-1.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES <u>X</u> NO	YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-016**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY ENDORSING DELIVERY OF A PROJECT FOR BRIDGE NO. 340010, AT CR 456 (GULF BLVD.) AT DAUGHTRY BAYOU BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN LEVY COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Board desires to endorse delivery by DOT providing for DOT construction of Bridge No. 340010, in Levy County, Florida, under Financial Project No. 415252-1; and

WHEREAS, Levy County is LAP certified, however, the County requests DOT to deliver the bridge project allowing for greater efficiency, innovation, cost or time savings to allow for optimal project delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS:

The County endorses delivery of the construction project for Bridge No. 340010 located on CR 456 (Gulf Blvd.) at Daughtry Bayou by DOT under Financial Project No. 415252-1.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

John Meeks, Chairman

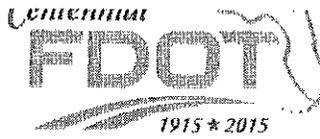
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

Danny J. Shipp, Clerk

z:\res\endorse_delivery_CR 456-daughtry bayou
LR2009-158



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

March 15th, 2016

Fred Moody, County Coordinator
Post Office Box 310
Bronson, Florida 32621

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of:
CR456(GULF BLVD) CREEK TO DAUGHTRY BAYOU BR NO340010: FIN # 415252-1,
CR456(GULF BLVD) @ LEWIS PASS BRIDGE NO340011: FIN # 415253-1, CR241 FROM
(CR335) NE 75TH ST TO ALACHUA CL: FIN # 437627-1, C STREET CEDAR KEY CHANNEL BR
NO340014: FIN # 411423-1, CR 339 WACCASASSA RIVER BRIDGE# 340050: FIN # 211728-1**

Dear Mr. Moody

The Department is scheduled to deliver the subject federally funded projects on behalf of your Agency. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Levy County governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project to your Agency.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and other resource limitations.

- OR -

- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date if one has not already been executed.

Please contact Brandi Vittur at 386-758-3759 or Roosevelt.Petithomme@dot.state.fl.us if you have any questions regarding the Department's delivery of the project, the required resolution, or in the event your Agency would like to deliver the project.

Sincerely,

Greg Evans

District Two Secretary

GE: rp

cc: Roosevelt Petithomme, District Local Program Administrator
Katrina Sadler, District Program Services Manager
Kimberly Evans, District Local Programs Administrator



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT BULLETIN 15-03

DATE: September 21, 2015

TO: District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

FROM: Trey Tillander, P.E., Manager, Program Management Office *Trey Tillander*

COPIES: Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA),

SUBJECT: Local Agency Program- Off-System Project Delivery

REQUIREMENTS

The Local Agency Program (LAP) is the Department's primary delivery mechanism for off-system projects included in the Five-Year Adopted Work Program, as opposed to the Florida Department of Transportation (the Department) administering the off-system project. Off-system projects are defined as projects not located on the State Highway System.

A local agency governing board(s) must approve a resolution or equivalent approval (hereinafter collectively referred to as the "resolution") endorsing the Department's delivery of the project when:

- the prioritized project falls in the jurisdiction of a local agency unable to deliver the project, or
- the prioritized project is to be delivered by the Department for efficiency, innovation, cost or time savings, or other reasons that may optimize project delivery.

Resolutions endorse the Department's delivery of the project within the local agency's right of way/local jurisdiction. Multi-jurisdictional projects must be endorsed by each affected agency. Endorsed resolutions shall describe the project using the identification information as provided by the local agency in the project application or as identified in the Department's Adopted Work Program.

Resolutions shall be obtained from the local agency no later than October 1 of the prior fiscal year in which the project is programmed for delivery. Projects added in current year shall be endorsed as soon as possible, but no later than 60 days prior to the Department letting of the contract.

Local agencies that are not able to endorse the Department's delivery of the off-system project via resolution will be required to administer the project(s). Local agency project administration and delivery of Federal-Aid Highway Program (FAHP) projects is limited to LAP. Local agencies must be certified per the *LAP Manual (Topic No. 525-010-300) Chapter 2* and meet all requirements as identified therein.

COMMENTARY

Each agency is responsible for the resolution language, format, and related details as dictated by that agency's governing processes. Resolutions do not replace Off-System Maintenance Agreements, as required by *Chapter 7* of the *Construction Project Administration Manual (Topic No. 700-000-000)*. In addition, any financial provisions or terms between the Department and the local agency will continue to be incorporated into the appropriate Department Funded Agreement template. This guidance is exclusive to Federal-Aid Highway Program projects and is not currently applicable to local projects delivered under special state funded programs, such as the Small County Outreach Program.

BACKGROUND

Due to the nature of both the Local Agency and Department transportation project planning, prioritization and programming processes, off-system projects may be programmed for Department delivery without all vested parties endorsement. The Department Project Manager for the off-system project will coordinate with local agency staff to obtain resolutions per the timeline requirements.

IMPLEMENTATION

The requirements identified herein are effective for July 2016 lettings. The *LAP Manual (Topic No. 525-010-300)* will be updated accordingly.

CONTACT

Please direct questions or comments to:

Lorraine Moyle
State Local Program Administrator
Florida Department of Transportation
Phone (850)-414-4383
lorraine.moyle@dot.state.fl.us

TT/lmm

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-17 Endorsing the delivery of a project for Bridge 340011 at CR 456 (Gulf BLVD) at Lewis Pass by FDOT

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes _ No _ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval for resolution 2016-17 for endorsing the delivery of the construction project for Bridge number 340011 located on CR 456 (Gulf BLVD) at Lewis Pass by FDOT under financial project ID 415253-1.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <u>X</u> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-017**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY ENDORSING DELIVERY OF A PROJECT FOR BRIDGE NO. 340011, AT CR 456 (GULF BLVD.) AT LEWIS PASS BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN LEVY COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Board desires to endorse delivery by DOT providing for DOT construction of Bridge No. 340011, in Levy County, Florida, under Financial Project No. 415253-1; and

WHEREAS, Levy County is LAP certified, however, the County requests DOT to deliver the bridge project allowing for greater efficiency, innovation, cost or time savings to allow for optimal project delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS:

The County endorses delivery of the construction project for Bridge No. 340011 located on CR 456 (Gulf Blvd.) at Lewis Pass by DOT under Financial Project No. 415253-1.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

Danny J. Shipp, Clerk

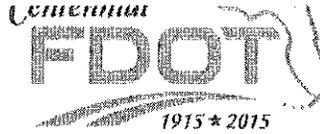
John Meeks, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\res\endorse_delivery_CR 456-lewis pass
LR2009-157



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

March 15th, 2016

Fred Moody, County Coordinator
Post Office Box 310
Bronson, Florida 32621

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of:
CR456(GULF BLVD) CREEK TO DAUGHTRY BAYOU BR NO340010: FIN # 415252-1,
CR456(GULF BLVD) @ LEWIS PASS BRIDGE NO340011: FIN # 415253-1, CR241 FROM
(CR335) NE 75TH ST TO ALACHUA CL: FIN # 437627-1, C STREET CEDAR KEY CHANNEL BR
NO340014: FIN # 411423-1, CR 339 WACCASASSA RIVER BRIDGE# 340050: FIN # 211728-1**

Dear Mr. Moody

The Department is scheduled to deliver the subject federally funded projects on behalf of your Agency. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Levy County governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project to your Agency.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and other resource limitations.

- OR -

- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date if one has not already been executed.

Please contact Brandi Vittur at 386-758-3759 or Roosevelt.Petithomme@dot.state.fl.us if you have any questions regarding the Department's delivery of the project, the required resolution, or in the event your Agency would like to deliver the project.

Sincerely,

Greg Evans

District Two Secretary

GE: rp

cc: Roosevelt Petithomme, District Local Program Administrator
Katrina Sadler, District Program Services Manager
Kimberly Evans, District Local Programs Administrator



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT BULLETIN 15-03

DATE: September 21, 2015

TO: District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

FROM: Trey Tillander, P.E., Manager, Program Management Office *Trey Tillander*

COPIES: Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA).

SUBJECT: Local Agency Program- Off-System Project Delivery

REQUIREMENTS

The Local Agency Program (LAP) is the Department's primary delivery mechanism for off-system projects included in the Five-Year Adopted Work Program, as opposed to the Florida Department of Transportation (the Department) administering the off-system project. Off-system projects are defined as projects not located on the State Highway System.

A local agency governing board(s) must approve a resolution or equivalent approval (hereinafter collectively referred to as the "resolution") endorsing the Department's delivery of the project when:

- the prioritized project falls in the jurisdiction of a local agency unable to deliver the project, or
- the prioritized project is to be delivered by the Department for efficiency, innovation, cost or time savings, or other reasons that may optimize project delivery.

Resolutions endorse the Department's delivery of the project within the local agency's right of way/local jurisdiction. Multi-jurisdictional projects must be endorsed by each affected agency. Endorsed resolutions shall describe the project using the identification information as provided by the local agency in the project application or as identified in the Department's Adopted Work Program.

Resolutions shall be obtained from the local agency no later than October 1 of the prior fiscal year in which the project is programmed for delivery. Projects added in current year shall be endorsed as soon as possible, but no later than 60 days prior to the Department letting of the contract.

Local agencies that are not able to endorse the Department's delivery of the off-system project via resolution will be required to administer the project(s). Local agency project administration and delivery of Federal-Aid Highway Program (FAHP) projects is limited to LAP. Local agencies must be certified per the *LAP Manual (Topic No. 525-010-300) Chapter 2* and meet all requirements as identified therein.

COMMENTARY

Each agency is responsible for the resolution language, format, and related details as dictated by that agency's governing processes. Resolutions do not replace Off-System Maintenance Agreements, as required by *Chapter 7* of the *Construction Project Administration Manual (Topic No. 700-000-000)*. In addition, any financial provisions or terms between the Department and the local agency will continue to be incorporated into the appropriate Department Funded Agreement template. This guidance is exclusive to Federal-Aid Highway Program projects and is not currently applicable to local projects delivered under special state funded programs, such as the Small County Outreach Program.

BACKGROUND

Due to the nature of both the Local Agency and Department transportation project planning, prioritization and programming processes, off-system projects may be programmed for Department delivery without all vested parties endorsement. The Department Project Manager for the off-system project will coordinate with local agency staff to obtain resolutions per the timeline requirements.

IMPLEMENTATION

The requirements identified herein are effective for July 2016 lettings. The *LAP Manual (Topic No. 525-010-300)* will be updated accordingly.

CONTACT

Please direct questions or comments to:

Lorraine Moyle
State Local Program Administrator
Florida Department of Transportation
Phone (850)-414-4383
lorraine.moyle@dot.state.fl.us

TT/lmm

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-18 Endorsing the delivery of a project for Bridge 340014 at "C" Street, Cedar Key Channel by FDOT.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES_ NO_ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval for resolution 2016-18 for endorsing the delivery of the construction project for Bridge number 340014 at "C" Street, Cedar Key Channel by FDOT under Financial Project ID 411423-1.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_X_ NO	YES_ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-018**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY ENDORSING DELIVERY OF A PROJECT FOR BRIDGE NO. 340014, AT "C" STREET, CEDAR KEY CHANNEL BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN LEVY COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Board desires to endorse delivery by DOT providing for DOT construction of Bridge No. 340014, in Levy County, Florida, under Financial Project No. 411423-1; and

WHEREAS, Levy County is LAP certified, however, the County requests DOT to deliver the bridge project allowing for greater efficiency, innovation, cost or time savings to allow for optimal project delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS:

The County endorses delivery of the construction project for Bridge No. 340014 located on "C" Street, Cedar Key Channel by DOT under Financial Project No. 411423-1.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

John Meeks, Chairman

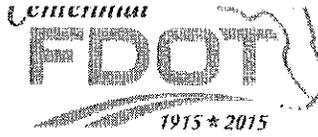
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Danny J. Shipp, Clerk

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\vs\endorse_delivery_C street
LR2009-158



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

March 15th, 2016

Fred Moody, County Coordinator
Post Office Box 310
Bronson, Florida 32621

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of:
CR456(GULF BLVD) CREEK TO DAUGHTRY BAYOU BR NO340010: FIN # 415252-1,
CR456(GULF BLVD) @ LEWIS PASS BRIDGE NO340011: FIN # 415253-1, CR241 FROM
(CR335) NE 75TH ST TO ALACHUA CL: FIN # 437627-1, C STREET CEDAR KEY CHANNEL BR
NO340014: FIN # 411423-1, CR 339 WACCASASSA RIVER BRIDGE# 340050: FIN # 211728-1**

Dear Mr. Moody

The Department is scheduled to deliver the subject federally funded projects on behalf of your Agency. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Levy County governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project to your Agency.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and other resource limitations.

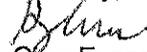
- OR -

- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date if one has not already been executed.

Please contact Brandi Vittur at 386-758-3759 or Roosevelt.Petithomme@dot.state.fl.us if you have any questions regarding the Department's delivery of the project, the required resolution, or in the event your Agency would like to deliver the project.

Sincerely,



Greg Evans

District Two Secretary

GE: rp

cc: Roosevelt Petithomme, District Local Program Administrator
Katrina Sadler, District Program Services Manager
Kimberly Evans, District Local Programs Administrator



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT BULLETIN 15-03

DATE: September 21, 2015

TO: District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

FROM: Trey Tillander, P.E., Manager, Program Management Office *Trey Tillander*

COPIES: Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA),

SUBJECT: Local Agency Program- Off-System Project Delivery

REQUIREMENTS

The Local Agency Program (LAP) is the Department's primary delivery mechanism for off-system projects included in the Five-Year Adopted Work Program, as opposed to the Florida Department of Transportation (the Department) administering the off-system project. Off-system projects are defined as projects not located on the State Highway System.

A local agency governing board(s) must approve a resolution or equivalent approval (hereinafter collectively referred to as the "resolution") endorsing the Department's delivery of the project when:

- the prioritized project falls in the jurisdiction of a local agency unable to deliver the project, or
- the prioritized project is to be delivered by the Department for efficiency, innovation, cost or time savings, or other reasons that may optimize project delivery.

Resolutions endorse the Department's delivery of the project within the local agency's right of way/local jurisdiction. Multi-jurisdictional projects must be endorsed by each affected agency. Endorsed resolutions shall describe the project using the identification information as provided by the local agency in the project application or as identified in the Department's Adopted Work Program.

Resolutions shall be obtained from the local agency no later than October 1 of the prior fiscal year in which the project is programmed for delivery. Projects added in current year shall be endorsed as soon as possible, but no later than 60 days prior to the Department letting of the contract.

Local agencies that are not able to endorse the Department's delivery of the off-system project via resolution will be required to administer the project(s). Local agency project administration and delivery of Federal-Aid Highway Program (FAHP) projects is limited to LAP. Local agencies must be certified per the *LAP Manual (Topic No. 525-010-300) Chapter 2* and meet all requirements as identified therein.

COMMENTARY

Each agency is responsible for the resolution language, format, and related details as dictated by that agency's governing processes. Resolutions do not replace Off-System Maintenance Agreements, as required by *Chapter 7* of the *Construction Project Administration Manual (Topic No. 700-000-000)*. In addition, any financial provisions or terms between the Department and the local agency will continue to be incorporated into the appropriate Department Funded Agreement template. This guidance is exclusive to Federal-Aid Highway Program projects and is not currently applicable to local projects delivered under special state funded programs, such as the Small County Outreach Program.

BACKGROUND

Due to the nature of both the Local Agency and Department transportation project planning, prioritization and programming processes, off-system projects may be programmed for Department delivery without all vested parties endorsement. The Department Project Manager for the off-system project will coordinate with local agency staff to obtain resolutions per the timeline requirements.

IMPLEMENTATION

The requirements identified herein are effective for July 2016 lettings. The *LAP Manual (Topic No. 525-010-300)* will be updated accordingly.

CONTACT

Please direct questions or comments to:

Lorraine Moyle
State Local Program Administrator
Florida Department of Transportation
Phone (850)-414-4383
lorraine.moyle@dot.state.fl.us

TT/Imm

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-19 Endorsing the delivery of a project for Bridge 340050 at C339 at the Waccasassa River by FDOT.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ NO__ BUDGET OFFICER APPROVAL ____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval for resolution 2016-19 for endorsing the delivery of the construction project for Bridge number 340050 at C339 at the Waccasassa River by FDOT under Fiancial Project ID 211728-1.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES X_ NO	YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-019**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY ENDORSING DELIVERY OF A PROJECT FOR BRIDGE NO. 340050, AT CR 339 AT THE WACCASASSA RIVER BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN LEVY COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Board desires to endorse delivery by DOT providing for DOT construction of Bridge No. 340050, in Levy County, Florida, under Financial Project No. 211728-1; and

WHEREAS, Levy County is LAP certified, however, the County requests DOT to deliver the bridge project allowing for greater efficiency, innovation, cost or time savings to allow for optimal project delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS:

The County endorses delivery of the construction project for Bridge No. 340050 located on CR 339 at the Waccasassa River by DOT under Financial Project No. 211728-1.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

Danny J. Shipp, Clerk

John Meeks, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\res\endorse_delivery_CR 339 waccasassa river
LR2009-146



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

March 15th, 2016

Fred Moody, County Coordinator
Post Office Box 310
Bronson, Florida 32621

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of:
CR456(GULF BLVD) CREEK TO DAUGHTRY BAYOU BR NO340010: FIN # 415252-1,
CR456(GULF BLVD) @ LEWIS PASS BRIDGE NO340011: FIN # 415253-1, CR241 FROM
(CR335) NE 75TH ST TO ALACHUA CL: FIN # 437627-1, C STREET CEDAR KEY CHANNEL BR
NO340014: FIN # 411423-1, CR 339 WACCASASSA RIVER BRIDGE# 340050: FIN # 211728-1**

Dear Mr. Moody

The Department is scheduled to deliver the subject federally funded projects on behalf of your Agency. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Levy County governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project to your Agency.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and other resource limitations.

- OR -

- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date if one has not already been executed.

Please contact Brandi Vittur at 386-758-3759 or Roosevelt.Petithomme@dot.state.fl.us if you have any questions regarding the Department's delivery of the project, the required resolution, or in the event your Agency would like to deliver the project.

Sincerely,



Greg Evans

District Two Secretary

GE: rp

cc: Roosevelt Petithomme, District Local Program Administrator
Katrina Sadler, District Program Services Manager
Kimberly Evans, District Local Programs Administrator



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT BULLETIN 15-03

DATE: September 21, 2015

TO: District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

FROM: Trey Tillander, P.E., Manager, Program Management Office *Trey Tillander*

COPIES: Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA).

SUBJECT: Local Agency Program- Off-System Project Delivery

REQUIREMENTS

The Local Agency Program (LAP) is the Department’s primary delivery mechanism for off-system projects included in the Five-Year Adopted Work Program, as opposed to the Florida Department of Transportation (the Department) administering the off-system project. Off-system projects are defined as projects not located on the State Highway System.

A local agency governing board(s) must approve a resolution or equivalent approval (hereinafter collectively referred to as the “resolution”) endorsing the Department’s delivery of the project when:

- the prioritized project falls in the jurisdiction of a local agency unable to deliver the project, or
- the prioritized project is to be delivered by the Department for efficiency, innovation, cost or time savings, or other reasons that may optimize project delivery.

Resolutions endorse the Department's delivery of the project within the local agency's right of way/local jurisdiction. Multi-jurisdictional projects must be endorsed by each affected agency. Endorsed resolutions shall describe the project using the identification information as provided by the local agency in the project application or as identified in the Department's Adopted Work Program.

Resolutions shall be obtained from the local agency no later than October 1 of the prior fiscal year in which the project is programmed for delivery. Projects added in current year shall be endorsed as soon as possible, but no later than 60 days prior to the Department letting of the contract.

Local agencies that are not able to endorse the Department's delivery of the off-system project via resolution will be required to administer the project(s). Local agency project administration and delivery of Federal-Aid Highway Program (FAHP) projects is limited to LAP. Local agencies must be certified per the *LAP Manual (Topic No. 525-010-300) Chapter 2* and meet all requirements as identified therein.

COMMENTARY

Each agency is responsible for the resolution language, format, and related details as dictated by that agency's governing processes. Resolutions do not replace Off-System Maintenance Agreements, as required by *Chapter 7* of the *Construction Project Administration Manual (Topic No. 700-000-000)*. In addition, any financial provisions or terms between the Department and the local agency will continue to be incorporated into the appropriate Department Funded Agreement template. This guidance is exclusive to Federal-Aid Highway Program projects and is not currently applicable to local projects delivered under special state funded programs, such as the Small County Outreach Program.

BACKGROUND

Due to the nature of both the Local Agency and Department transportation project planning, prioritization and programming processes, off-system projects may be programmed for Department delivery without all vested parties endorsement. The Department Project Manager for the off-system project will coordinate with local agency staff to obtain resolutions per the timeline requirements.

IMPLEMENTATION

The requirements identified herein are effective for July 2016 lettings. The *LAP Manual (Topic No. 525-010-300)* will be updated accordingly.

CONTACT

Please direct questions or comments to:

Lorraine Moyle
State Local Program Administrator
Florida Department of Transportation
Phone (850)-414-4383
lorraine.moyle@dot.state.fl.us

TT/Imm

**RESOLUTION
2016-020**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY ENDORSING DELIVERY OF A PROJECT FOR RECONSTRUCTION OF CR 241 FROM CR 335/NE 75TH STREET TO ALACHUA COUNTY LINE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN LEVY COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Board desires to endorse delivery by DOT providing for DOT reconstruction and milling of CR 241 from CR 335/NE 75th Street to the Alachua County Line, in Levy County, Florida, under Financial Project No. 437627-1; and

WHEREAS, Levy County is LAP certified, however, the County requests DOT to deliver the reconstruction project allowing for greater efficiency, innovation, cost or time savings to allow for optimal project delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS:

The County endorses delivery of the construction project for reconstruction and milling of CR 241 from CR 335/NE 75th Street to Alachua County Line by DOT under Financial Project No. 437627-1.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

John Meeks, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Danny J. Shipp, Clerk

Anne Bast Brown

Anne Bast Brown, County Attorney

**RESOLUTION
2016-020**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY ENDORSING DELIVERY OF A PROJECT FOR
RECONSTRUCTION OF CR 241 FROM CR 335/NE 75TH STREET TO
ALACHUA COUNTY LINE BY THE FLORIDA DEPARTMENT OF
TRANSPORTATION IN LEVY COUNTY, FLORIDA.**

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Board desires to endorse delivery by DOT providing for DOT reconstruction and milling of CR 241 from CR 335/NE 75th Street to the Alachua County Line, in Levy County, Florida, under Financial Project No. 437627-1; and

WHEREAS, Levy County is LAP certified, however, the County requests DOT to deliver the reconstruction project allowing for greater efficiency, innovation, cost or time savings to allow for optimal project delivery.

**NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF
COUNTY COMMISSIONERS:**

The County endorses delivery of the construction project for reconstruction and milling of CR 241 from CR 335/NE 75th Street to Alachua County Line by DOT under Financial Project No. 437627-1.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

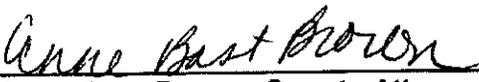
**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:

Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

John Meeks, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

Danny J. Shipp, Clerk

z:\res\endorse_delivery_C street
LR2016-032

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-20 Endorsing the delivery of a project for Reconstruction of CR 241 from CR 335/NE 75T to Alachua County Line by FDOT.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ No_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ No__ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval for resolution 2016-20 for endorsing the delivery of a project for reconstruction and milling of CR 240 from CR 335/NE 75 ST to Alachua County Line by FDOT under Financial Project ID 437627-1.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ No	YES__ No	YES__ No	YES__ No	YES <u>X</u> No	YES__ No

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

March 15th, 2016

Fred Moody, County Coordinator
Post Office Box 310
Bronson, Florida 32621

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of:
CR456(GULF BLVD) CREEK TO DAUGHTRY BAYOU BR NO340010: FIN # 415252-1,
CR456(GULF BLVD) @ LEWIS PASS BRIDGE NO340011: FIN # 415253-1, CR241 FROM
(CR335) NE 75TH ST TO ALACHUA CL: FIN # 437627-1, C STREET CEDAR KEY CHANNEL BR
NO340014: FIN # 411423-1, CR 339 WACCASASSA RIVER BRIDGE# 340050: FIN # 211728-1**

Dear Mr. Moody

The Department is scheduled to deliver the subject federally funded projects on behalf of your Agency. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Levy County governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project to your Agency.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and other resource limitations.

- OR -

- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date if one has not already been executed.

Please contact Brandi Vittur at 386-758-3759 or Roosevelt.Petithomme@dot.state.fl.us if you have any questions regarding the Department's delivery of the project, the required resolution, or in the event your Agency would like to deliver the project.

Sincerely,

Greg Evans

District Two Secretary

GE: rp

cc: Roosevelt Petithomme, District Local Program Administrator
Katrina Sadler, District Program Services Manager
Kimberly Evans, District Local Programs Administrator



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT BULLETIN 15-03

DATE: September 21, 2015

TO: District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

FROM: Trey Tillander, P.E., Manager, Program Management Office *Trey Tillander*

COPIES: Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA),

SUBJECT: Local Agency Program- Off-System Project Delivery

REQUIREMENTS

The Local Agency Program (LAP) is the Department's primary delivery mechanism for off-system projects included in the Five-Year Adopted Work Program, as opposed to the Florida Department of Transportation (the Department) administering the off-system project. Off-system projects are defined as projects not located on the State Highway System.

A local agency governing board(s) must approve a resolution or equivalent approval (hereinafter collectively referred to as the "resolution") endorsing the Department's delivery of the project when:

- the prioritized project falls in the jurisdiction of a local agency unable to deliver the project, or
- the prioritized project is to be delivered by the Department for efficiency, innovation, cost or time savings, or other reasons that may optimize project delivery.

Resolutions endorse the Department's delivery of the project within the local agency's right of way/local jurisdiction. Multi-jurisdictional projects must be endorsed by each affected agency. Endorsed resolutions shall describe the project using the identification information as provided by the local agency in the project application or as identified in the Department's Adopted Work Program.

Resolutions shall be obtained from the local agency no later than October 1 of the prior fiscal year in which the project is programmed for delivery. Projects added in current year shall be endorsed as soon as possible, but no later than 60 days prior to the Department letting of the contract.

Local agencies that are not able to endorse the Department's delivery of the off-system project via resolution will be required to administer the project(s). Local agency project administration and delivery of Federal-Aid Highway Program (FAHP) projects is limited to LAP. Local agencies must be certified per the *LAP Manual (Topic No. 525-010-300) Chapter 2* and meet all requirements as identified therein.

COMMENTARY

Each agency is responsible for the resolution language, format, and related details as dictated by that agency's governing processes. Resolutions do not replace Off-System Maintenance Agreements, as required by *Chapter 7* of the *Construction Project Administration Manual (Topic No. 700-000-000)*. In addition, any financial provisions or terms between the Department and the local agency will continue to be incorporated into the appropriate Department Funded Agreement template. This guidance is exclusive to Federal-Aid Highway Program projects and is not currently applicable to local projects delivered under special state funded programs, such as the Small County Outreach Program.

BACKGROUND

Due to the nature of both the Local Agency and Department transportation project planning, prioritization and programming processes, off-system projects may be programmed for Department delivery without all vested parties endorsement. The Department Project Manager for the off-system project will coordinate with local agency staff to obtain resolutions per the timeline requirements.

IMPLEMENTATION

The requirements identified herein are effective for July 2016 lettings. The *LAP Manual (Topic No. 525-010-300)* will be updated accordingly.

CONTACT

Please direct questions or comments to:

Lorraine Moyle
State Local Program Administrator
Florida Department of Transportation
Phone (850)-414-4383
lorraine.moyle@dot.state.fl.us

TT/lmm

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-01 authorizing the execution of an agreement with FDOT for a SCOP grant for Re-Surface/Widening of C343/NE 60th ST in Levy County, FL

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES _ NO _ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval of Resolution 2016-01 for SCOP (Small County Outreach Program) with FDOT to fund improvements (Widen and Re-Surface) to CR 343 a/k/a NE 60th ST from CR 241 to SR 500 (ALT27) Financial Project ID 435329-1-54-01,02 for \$1,236,000.00

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <u>X</u> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-01**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A
SCOP GRANT FOR RESURFACING OR WIDENING OF CR 343/ NE 60TH
STREET IN LEVY COUNTY, FLORIDA.**

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Small County Outreach Program (SCOP) has been created within DOT pursuant to Section 339.2818, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads within rural areas of critical concern; and

WHEREAS, the County has certified to DOT that it has met the eligibility requirements of Section 339.2818, Florida Statutes; and

WHEREAS, the Board desires to enter into an agreement with DOT providing for DOT funding from the SCOP for design, construction and construction engineering inspection for the resurfacing and widening of CR 343/NE 60th Street from CR 241 to SR 500 (US 27), in Levy County, Florida, under Financial Project No. 435329-1-54-01,02.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, that:

1. The Small County Outreach Program Agreement with DOT to fund improvements to CR 343 a/k/a NE 60th Street, specifically design, construction and construction engineering inspection for the resurfacing and widening of CR CR 343/NE 60th Street from CR 241 to SR 500 (US 27), Financial Project No. 435329-1-54-01,02, as amended by the Small County Outreach Program Addendum for such Financial Project presented on even date herewith (herein collectively "the Agreement"), is hereby approved.
2. The Chair of the Board of County Commissioners of Levy County is authorized to execute the Agreement, and any addendums and amendments thereto.
3. The County Coordinator, or his designee, is authorized to sign any and all assurances, certifications, and reimbursement invoices, or other documentation which may

be required in connection with the Agreement.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

John Meeks, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Danny J. Shipp, Clerk

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\res\SCOP_CR343-NE #0th st
LR2012-002

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SMALL COUNTY OUTREACH PROGRAM
AGREEMENT**

Financial Project No: <u>435329-1-54-01,02</u>	Vendor No.: <u>F596000717045</u>
Contract No. _____	CSFA No. and Title: <u>55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)</u>
	<u>55.009</u>

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement ("Agreement") is entered into this ____ day of _____, _____ between the State of Florida, Department of Transportation ("Department") and Levy County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through December 31, 2018. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
 - a. Design plans contract to begin on or before 08/01/2016, and design plans to be completed by 10/31/2016.
 - b. Actual Construction shall begin no later than 12/31/2016, and be completed by 12/31/2018.
4. The Department will participate in a maximum of 100 % of the actual total project costs up to \$1,236,000 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 435329-1-54-01_02, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approval in advance by the Department.
 - d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to

reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."

- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
 - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the 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 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local

have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. .

9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of

the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.

13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient

or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

"To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law, the Recipient's consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

17. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
18. The Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to

the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

19. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
20. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
21. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
22. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
23. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post

Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:
Florida Department of Transportation
Kim Evans, Local Program Admin.
1109 South Marion Avenue - MS 2014
Lake City, Florida 32058
Attention: Project Manager
Copy: District Chief Counsel

TO RECIPIENT:
Levy County Road Department
Alice LaLonde, Office Manager
PO Box 336
Bronson, Florida 32621

24. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
25. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
26. This Agreement shall not be construed to grant any third party rights.
27. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
28. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
29. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
30. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
31. Time is of the essence as to each and every obligation under this Agreement.

32. The Department and the Recipient acknowledge and agree to the following:

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

33. This Agreement may be executed in duplicate originals.

34. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

LEVY COUNTY
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Title: Chair

BY: _____
Title: District Secretary

Print Name _____

Attest: _____

Attest: _____

Date: _____
Legal Review: _____

Title: _____

See attached encumbrance form for date of funding approval by Comptroller

Print Name _____

Recipient's Legal Review Anne Bast Brown

Print Name Anne Bast Brown

EXHIBIT "A"
SCOPE OF SERVICES AND
DELIVERABLES

The project consists of the Design, Construction and Construction Engineering Inspection for the widening and resurfacing of CR 343 / NE 60th Street from CR 241 to SR 500 (US 27) in Levy County, Florida

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtained following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available. If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed \$1,236,000

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

EXHIBIT "B"

METHOD OF COMPENSATION

FINANCIAL PROJECT NO.435329-1-54-01.02

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Levy County
referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2016	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$	\$	\$	\$
Design	\$	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 1,236,000	\$	\$	\$ 1,236,000
CEI	\$	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$ 1,236,000	(100%) or \$	(100%) or \$	(100%) or \$ 1,236,000
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$ 1,236,000	\$	\$	\$ 1,236,000

Please submit 1 electronic copy (insert no. of invoices required) copies of invoice(s) to the following address: kimberly.evans@dot.state.fl.us

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)
CSFA Number: 55.009
Award Amount: 1,236,000

Specific information for CSFA Number 55.009 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements for CSFA Number 55.009 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT "D"
NOTICE OF COMPLETION

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

Levy County RECIPIENT

PROJECT DESCRIPTION: widening and resurfacing of CR 343/NE 60th Street from CR 241 to SR 500 (US 27)

FINANCIAL PROJECT NUMBER: 435329-1-54-01.02

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

SMALL COUNTY OUTREACH PROGRAM ADDENDUM

THIS SMALL COUNTY OUTREACH PROGRAM ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Levy County, Florida ("Recipient").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Small County Outreach Program Agreement ("SCOP") executed by the parties contemporaneously with this Addendum; and
2. This Addendum shall be merged into and made part of the SCOP and both documents shall be collectively referred to as the "Agreement"; and
3. In the event of any conflict or inconsistency between the SCOP Agreement and this Addendum, the provisions of this Addendum shall control; and
4. All other terms and conditions of the SCOP Agreement shall remain unchanged unless otherwise stated in this Addendum.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

1. RECITALS

The above recitals and attached exhibit(s) are specifically incorporated by reference and made part of this Addendum.

2. PURPOSE OF ADDENDUM

A. The Parties agree that the sole purpose of this Addendum is to delete Section 18, "Liability Insurance" provision on page 11 of the SCOP in its entirety and replace it with the following language:

The Recipient shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement and meeting all coverages and requirements set forth in this section. In the alternative to carrying such Commercial General Liability insurance itself, at its option, Recipient shall cause its contractor or consultant to carry such Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement and meeting all coverages and requirements set forth in this section. In the event Recipient elects to cause its contractor or consultant to carry such Commercial General Liability insurance, then, notwithstanding any other provisions in this Agreement to the contrary, Recipient's responsibility under this section shall be limited to contractually requiring its contractor or consultant to carry such Commercial General Liability insurance, monitoring such contractor's or consultant's compliance with the contractual obligations, and pursuing enforcement of such contractual obligations in the event of the contractor's or consultant's failure to meet the obligations. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. In the event the Recipient elects to require its contractor or consultant to provide the insurance required in this section, the Recipient shall specifically include a provision in the its contract with the contractor or consultant requiring the same, as the case may be, to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall

be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible, at the sole cost of the Recipient or the contractor or consultant, as the case may be. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to the final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein as well as the appropriate endorsement naming the Department as an additional insured. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein or to require a contractor or consultant to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Addendum consisting of two (2) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

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

Levy County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: Anne Best Brown
Legal Counsel for Recipient

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-02 authorizing the execution of an agreement with FDOT for a SCOP grant for Re-Surface/Widening of CR 40A/SE 193rd PL in Levy County, FL

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes _ No _ If No, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval of Resolution 2016-02 for SCOP (Small County Outreach Program) with FDOT to fund improvements (Widen and Re-Surface) to CR 40A/SE 193rd PL from CR 40 to US 19/98 Financial Project ID 434574-1-54-2 for \$1,140,300.00

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <u>X</u> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-02**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A
SCOP GRANT FOR RESURFACING OR WIDENING OF CR 40A/SE
193RD PLACE IN LEVY COUNTY, FLORIDA.**

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Small County Outreach Program (SCOP) has been created within DOT pursuant to Section 339.2818, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads within rural areas of critical concern; and

WHEREAS, the County has certified to DOT that it has met the eligibility requirements of Section 339.2818, Florida Statutes; and

WHEREAS, the Board desires to enter into an agreement with DOT providing for DOT funding from the SCOP for design, construction and construction engineering inspection for the resurfacing and widening of CR 40A/SE 193rd Place from CR 40 to US 19/98, in Levy County, Florida, under Financial Project No. 434574-1-54-02.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, that:

1. The Small County Outreach Program Agreement with DOT to fund improvements to CR 40A/SE 193rd Place, specifically design, construction and construction engineering inspection for resurfacing and widening of CR 40A/SE 193rd Place from CR 40 to US 19/US 98, Financial Project No. 434574-1-54-02, as amended by the Small County Outreach Program Addendum for such Financial Project presented on even date herewith (herein collectively "the Agreement"), is hereby approved.
2. The Chair of the Board of County Commissioners of Levy County is authorized to execute the Agreement, and any addendums and amendments thereto.
3. The County Coordinator, or his designee, is authorized to sign any and all assurances, certifications, and reimbursement invoices, or other documentation which may

be required in connection with the Agreement.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

Danny J. Shipp, Clerk

John Meeks, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\reg\SCRAP.GR40A-SE 193 Place
LR2015-098

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT

Financial Project No: <u>434574-1-54-02</u>	Vendor No.: <u>F596000717045</u>
Contract No. _____	CSFA No. and Title: <u>55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)</u>
	<u>55.009</u>

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement ("Agreement") is entered into this ____ day of _____ between the State of Florida, Department of Transportation ("Department") and Levy County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

- F. Waiver or reduction of the Recipient contribution is authorized by the Department, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through 12/31/2018. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
 - a. Design plans contract to begin on or before 9/30/2016, and design plans to be completed by 12/31/2016.
 - b. Actual Construction shall begin no later than 06/30/2017, and be completed by 12/31/2018.
4. The Department will participate in a maximum of 100% of the actual total project costs up to \$1,140,300.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 434574-1-54-02, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approval in advance by the Department.

- d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman

has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
 - l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
 - m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
 - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the 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 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements

of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(I), Florida Statutes.
 - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. .
9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly

provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law the Recipient’s contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

17. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations

("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

18. The Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
19. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
20. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
21. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60)

days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.

22. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.

23. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

Florida Department of Transportation
Kim Evans, Dis. Local Program Administrator
1109 South Marion Avenue
Lake City, Florida 32025
Attention: Project Manager
Copy: District Chief Counsel

TO RECIPIENT:

Levy County Road Department
Alice LaLonde, Office Manager
PO Box 336
Bronson, Florida 32621

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

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

26. This Agreement shall not be construed to grant any third party rights.

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

28. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This

Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.

29. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
30. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
31. Time is of the essence as to each and every obligation under this Agreement.
32. The Department and the Recipient acknowledge and agree to the following:
 - i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
33. This Agreement may be executed in duplicate originals.
34. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

LEVY COUNTY
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Title: Chair

BY: _____
Title: District Secretary

Print Name _____

Attest: _____

Date: _____

Attest: _____

Legal Review: _____

Title: _____

See attached encumbrance form for date of funding approval by Comptroller

Print Name _____

Recipient's Legal Review Anne Bast Brown

Print Name Anne Bast Brown

EXHIBIT "A"
SCOPE OF SERVICES AND
DELIVERABLES

The project consists of the Design, Construction and Construction Engineering Inspection for resurfacing and widening of CR 40A / SE 193rd Place from CR 40 to US 19/98

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtained following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available.

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

The Department's maximum participation is not to exceed \$1,140,300.00

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

EXHIBIT "B"

METHOD OF COMPENSATION

FINANCIAL PROJECT NO. 434574-1-54-02

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Levy County
referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2016	FY _____	FY _____	TOTAL
I. TOTAL PROJECT COST:	\$	\$	\$	\$
Design	\$	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$1,140,300.00	\$	\$	\$1,140,300.00
CEI	\$	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$	(100%) or \$	(100%) or \$	(%) or \$
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$1,140,300.00	\$	\$	\$1,140,300.00

Please submit 1 (insert no. of invoices required) copies of invoice(s) to the following address:
kimberly.evans@dot.state.fl.us - electronic copy with backup

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)
CSFA Number: 55.009
Award Amount: 1,140,300.00

Specific information for CSFA Number 55.009 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements for CSFA Number 55.009 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT "D"
NOTICE OF COMPLETION

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

Levy County R CIPIENT

PROJECT DESCRIPTION: design, construction and CEI for the resurfacing and widening of CR 40A / SE 193rd Place from CR 40 to US 19 / 98

FINANCIAL PROJECT NUMBER: 434574-1-54-02

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of , 20 .

By: _____

Name: _____

Title: _____

SMALL COUNTY OUTREACH PROGRAM ADDENDUM

THIS SMALL COUNTY OUTREACH PROGRAM ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Levy County, Florida ("Recipient").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Small County Outreach Program Agreement ("SCOP") executed by the parties contemporaneously with this Addendum; and
2. This Addendum shall be merged into and made part of the SCOP and both documents shall be collectively referred to as the "Agreement"; and
3. In the event of any conflict or inconsistency between the SCOP Agreement and this Addendum, the provisions of this Addendum shall control; and
4. All other terms and conditions of the SCOP Agreement shall remain unchanged unless otherwise stated in this Addendum.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

1. RECITALS

The above recitals and attached exhibit(s) are specifically incorporated by reference and made part of this Addendum.

2. PURPOSE OF ADDENDUM

A. The Parties agree that the sole purpose of this Addendum is to delete Section 18, "Liability Insurance" provision on page 11 of the SCOP in its entirety and replace it with the following language:

The Recipient shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement and meeting all coverages and requirements set forth in this section. In the alternative to carrying such Commercial General Liability insurance itself, at its option, Recipient shall cause its contractor or consultant to carry such Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement and meeting all coverages and requirements set forth in this section. In the event Recipient elects to cause its contractor or consultant to carry such Commercial General Liability insurance, then, notwithstanding any other provisions in this Agreement to the contrary, Recipient's responsibility under this section shall be limited to contractually requiring its contractor or consultant to carry such Commercial General Liability insurance, monitoring such contractor's or consultant's compliance with the contractual obligations, and pursuing enforcement of such contractual obligations in the event of the contractor's or consultant's failure to meet the obligations. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. In the event the Recipient elects to require its contractor or consultant to provide the insurance required in this section, the Recipient shall specifically include a provision in its contract with the contractor or consultant requiring the same, as the case may be, to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall

be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible, at the sole cost of the Recipient or the contractor or consultant, as the case may be. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to the final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein as well as the appropriate endorsement naming the Department as an additional insured. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein or to require a contractor or consultant to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Addendum consisting of three (3) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

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

Levy County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: Anne Bart Brown
Legal Counsel for Recipient

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Request permission to authorize the execution of an agreement with FDOT for a SCOP grant for Re-Surfacing of Hardee ST, Cobb ST and Blitch ST in Levy County , FL

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES _ NO _ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES _ NO _ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Request approval for accepting responsibility for Administering SCOP grant for the Town of Bronson and all the responsibilities of said grant including but not limited to engineering, construction, inspection, administration, etc with FDOT to fund improvements on Hardee Street, Cobb Street and Blitch Street from Mashburn Drive to CR 32 in Levy County, FL.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES _ NO	YES _ NO	YES _ NO	YES _ NO	YES <u>X</u> NO	YES _ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-14 authorizing the execution of an agreement with FDOT for a SCOP grant for Re-Surfacing of Hardee ST, Cobb ST and Blitch ST in Levy County , FL

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES_ NO_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES_ NO_ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval of Resolution 2016-14 (Upon approval accepting responsibility for Administering SCOP grant for the Town of Bronson and all the responsibilities of said grant including and limited to engineering, construction, inspection, administration, etc) for SCOP (Small County Outreach Program) with FDOT to fund improvements on Hardee Street, Cobb Street and Blitch Street from Mashburn Drive to CR 32in Levy County, FL. Financial Project ID# 438459-1-54-01for \$300,000.00

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_X_ NO	YES_ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-014**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A
SCOP GRANT FOR RESURFACING OF HARDEE STREET, COBB
STREET AND BLITCH STREET IN LEVY COUNTY, FLORIDA.**

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Small County Outreach Program (SCOP) has been created within DOT pursuant to Section 339.2818, Florida Statutes, to assist small counties and municipalities in resurfacing or reconstructing county or municipal roads or in constructing capacity or safety improvements to county or municipal roads within rural areas of critical concern; and

WHEREAS, the Town of Bronson ("Bronson") has qualified for a SCOP grant for resurfacing of Hardee Street, Cobb Street and Blitch Street from Marshburn Drive to CR 32, in Levy County, Florida, under Financial Project No. 438459-1-54-01; and

WHEREAS, Bronson has requested the Board to enter into a SCOP agreement for Financial Project 438459-1-54-01 due to Bronson's lack of resources and abilities to administer such a project; and

WHEREAS, the Board has agreed to enter into a SCOP grant agreement with DOT for Financial Project 438495-1-54-01 to benefit Bronson; and

WHEREAS, the County has certified to DOT that it has met the eligibility requirements of Section 339.2818, Florida Statutes; and

WHEREAS, the Board desires to enter into an agreement with DOT providing for DOT funding from the SCOP for the design, construction and construction engineering inspection for the resurfacing of Hardee Street, Cobb Street and Blitch Street from Marshburn Drive to CR 32, in Levy County, Florida, under Financial Project No. 438459-1-54-01.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, that:

1. The Small County Outreach Program Agreement with DOT to fund improvements to Hardee Street, Cobb Street and Blitch Street, specifically design, construction, and construction engineering inspection for the resurfacing of Hardee Street, Cobb Street and Blitch Street from Marshburn Drive to CR 32, Financial Project No. 438459-1-54-01, as amended by the Small County Outreach Program Addendum for such Financial Project presented on even date herewith (herein collectively "the Agreement"), is hereby approved.

2. The Chair of the Board of County Commissioners of Levy County is authorized to execute the Agreement, and any addendums and amendments thereto.

3. The County Coordinator, or his designee, is authorized to sign any and all assurances, certifications, and reimbursement invoices, or other documentation which may be required in connection with the Agreement.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

John Meeks, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Danny J. Shipp, Clerk

Anne Bast Brown

Anne Bast Brown, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SMALL COUNTY OUTREACH PROGRAM
AGREEMENT**

Financial Project No: <u>438459-1-54-01</u>	Vendor No.: <u>F596000717045</u>
Contract No. _____	CSFA No. and Title: <u>55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)</u>
	<u>55.009</u>

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement ("Agreement") is entered into this ____ day of _____, _____ between the State of Florida, Department of Transportation ("Department") and Levy County on behalf of the Town of Bronson, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through December 31, 2018. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
 - a. Design plans contract to begin on or before 08/01/2016, and design plans to be completed by 10/31/2016.
 - b. Actual Construction shall begin no later than 12/31/2016, and be completed by 12/31/2018.
4. The Department will participate in a maximum of 100 % of the actual total project costs up to \$300,000.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 438459-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approval in advance by the Department.
 - d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to

- reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
 - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
 - g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
 - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the 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 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local

governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
 - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.
 7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
 8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall

have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. .

9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of

the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.

13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient

or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

"To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law, the Recipient's consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

17. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
18. The Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to

the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

19. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
20. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
21. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
22. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
23. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post

Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:
Florida Department of Transportation
Kim Evans, Local Program Admin.
1109 South Marion Avenue - MS 2014
Lake City, Florida 32058
Attention: Project Manager
Copy: District Chief Counsel

TO RECIPIENT:
Levy County Road Department
Alice LaLonde, Office Manager
PO Box 336
Bronson, FL 32621

24. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
25. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
26. This Agreement shall not be construed to grant any third party rights.
27. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
28. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
29. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
30. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
31. Time is of the essence as to each and every obligation under this Agreement.

32. The Department and the Recipient acknowledge and agree to the following:

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

33. This Agreement may be executed in duplicate originals.

34. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

LEVY COUNTY
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Title: Chair

BY: _____
Title: District Secretary

Attest: _____

Print Name _____

Date: _____

Attest: _____

Legal Review: _____

Title: _____

Print Name _____

See attached encumbrance form for date of funding approval by Comptroller

Recipient's Legal Review Anne East Brown

Print Name Anne East Brown

EXHIBIT "A"
SCOPE OF SERVICES AND
DELIVERABLES

The project consists of the Design, Construction and Construction Engineering Inspection for the resurfacing of Hardee Street, Cobb Street and Biltch Street from Mars Burn Drive to CR 32

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtain following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available. Tif Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed \$300,000.00

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

EXHIBIT "B"

METHOD OF COMPENSATION

FINANCIAL PROJECT NO.438459-1-54-01

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Levy County on behalf of the Town of Bronson
referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2016	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$	\$	\$	\$
Design	\$	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 300,000	\$	\$	\$ 300,000
CEI	\$	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$ 300,000	(100%) or \$	(100%) or \$	(100%) or \$ 300,000
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$ 300,000	\$	\$	\$ 300,000

Please submit 1 electronic copy (insert no. of invoices required) copies of invoice(s) to the following address:kimberly.evans@dot.state.fl.us

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)
CSFA Number: 55.009
Award Amount: 300,000

Specific information for CSFA Number 55.009 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements for CSFA Number 55.009 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT "D"
NOTICE OF COMPLETION

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

Levy County on behalf of the Town of Bronson RECIPIENT

**PROJECT DESCRIPTION: resurfacing of Hardee Street, Cobb Street and Blich Street from Mars
Burn Drive to CR 32**

FINANCIAL PROJECT NUMBER: 438459-1-54-01

**In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM
AGREEMENT, the undersigned hereby provides notification that the work authorized by this
Agreement is complete as of _____, 20_____.**

By: _____

Name: _____

Title: _____

SMALL COUNTY OUTREACH PROGRAM ADDENDUM

THIS SMALL COUNTY OUTREACH PROGRAM ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Levy County, Florida ("Recipient").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Small County Outreach Program Agreement ("SCOP") executed by the parties contemporaneously with this Addendum; and
2. This Addendum shall be merged into and made part of the SCOP and both documents shall be collectively referred to as the "Agreement"; and
3. In the event of any conflict or inconsistency between the SCOP Agreement and this Addendum, the provisions of this Addendum shall control; and
4. All other terms and conditions of the SCOP Agreement shall remain unchanged unless otherwise stated in this Addendum.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

1. RECITALS

The above recitals and attached exhibit(s) are specifically incorporated by reference and made part of this Addendum.

2. PURPOSE OF ADDENDUM

A. The Parties agree that the sole purpose of this Addendum is to delete Section 18, "Liability Insurance" provision on page 11 of the SCOP in its entirety and replace it with the following language:

The Recipient shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement and meeting all coverages and requirements set forth in this section. In the alternative to carrying such Commercial General Liability insurance itself, at its option, Recipient shall cause its contractor or consultant to carry such Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement and meeting all coverages and requirements set forth in this section. In the event Recipient elects to cause its contractor or consultant to carry such Commercial General Liability insurance, then, notwithstanding any other provisions in this Agreement to the contrary, Recipient's responsibility under this section shall be limited to contractually requiring its contractor or consultant to carry such Commercial General Liability insurance, monitoring such contractor's or consultant's compliance with the contractual obligations, and pursuing enforcement of such contractual obligations in the event of the contractor's or consultant's failure to meet the obligations. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. In the event the Recipient elects to require its contractor or consultant to provide the insurance required in this section, the Recipient shall specifically include a provision in the its contract with the contractor or consultant requiring the same, as the case may be, to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall

be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible, at the sole cost of the Recipient or the contractor or consultant, as the case may be. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to the final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein as well as the appropriate endorsement naming the Department as an additional insured. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein or to require a contractor or consultant to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Addendum consisting of two (2) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

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

Levy County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: Anne Bast Brown
Legal Counsel for Recipient

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:
4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-015 Authorizing the execution of an agreement with FDOT for a SCRAP grant for re-surfacing of NW 110th Ave/Clay Landing RD in Levy County, FL.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes_ No_ If No, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes__ No__ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval for resolution 2016-015 authorizing the execution of an agreement with FDOT for a SCRAP (Small County Road Assistance Program) for the re-surfacing of NW 110th Ave/Clay Landing RD from SR 320 to the end of the road. Financial Project ID 432765-1-54-01 for \$312,185.00.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES <u>X</u> NO	YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-015**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A
SCRAP GRANT FOR RECONSTRUCTION AND RESURFACING OF NW
110TH AVENUE/CLAY LANDING ROAD IN LEVY COUNTY, FLORIDA.**

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

WHEREAS, the Small County Road Assistance Program (SCRAP) has been created within DOT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads within small counties with population less than 75,000 (1990 federal census data); and

WHEREAS, the County has certified to DOT that it has met the eligibility requirements of Section 339.2816, Florida Statutes; and

WHEREAS, the Board desires to enter into an agreement with DOT providing for DOT funding from the SCRAP for reconstruction and resurfacing of NW 110th Avenue/Clay Landing Road from SR 320 to end of road, in Levy County, Florida, under Financial Project No. 432765-1-54-01.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, that:

1. The Small County Road Assistance Program Agreement with DOT to fund improvements to NW 110th Avenue/Clay Landing Road, specifically reconstruction and resurfacing of NW 110th Avenue/Clay Landing Road from SR 320 to end of road, Financial Project No. 432765-1-54-01 ("the Agreement"), is hereby approved.
2. The Chair of the Board of County Commissioners of Levy County is authorized to execute the Agreement, and any addendums and amendments thereto.
3. The County Coordinator, or his designee, is authorized to sign any and all assurances, certifications, and reimbursement invoices, or other documentation which may be required in connection with the Agreement.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

**ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners**

John Meeks, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Danny J. Shipp, Clerk

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\va\SCRAP_rw 110 ave-clay landing road
LR2012-081



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-2014

JIM BOXOLD
SECRETARY

December 18, 2015

Ms. Alice LaLonde, Office Manager
Levy County Road Department
Post Office Box 336
Bronson, Florida 32621

**Subject: Small County Road Assistance Program
Road reconstruction and resurfacing of NW 110th Avenue / Clay Landing Road
from SR 320 to end of road
Financial Project ID: 432765-1-54-01**

Dear Ms. LaLonde:

Enclosed for execution are three (3) copies of the Small County Road Assistance Program Agreement for the road reconstruction and resurfacing of NW 110th Avenue / Clay Landing Road from SR 320 to end of road in Levy County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Levy County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

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

Levy County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (\$312,185.00.) A final copy of the design plans must also be provided for our files.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

A handwritten signature in black ink that reads "Kim Evans".

Kim Evans
District Local Program Administrator

/ke
Enclosures

Financial Project No.: 432765-1-54-01
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this ____ day of _____, 20____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Levy County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 432765-1-54-01, for costs directly related to the resurfacing or reconstruction of NW 110th Avenue / Clay Landing Road from SR 320 to end of road in Levy County, Florida, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. 2016 - 015 dated the 5th day of April, 2016, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

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

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

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

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

likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

Kim Evans, District Local Program Administrator
FDOT - District 2 Program Management
1109 South Marion Avenue
Lake City, Florida 32025-5874

TO COUNTY:

Alice LaLonde, Office Manager
Levy County Road Department
PO Box 336
Bronson, Florida 32621

2. TERM

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

- i) Construction contract to be let on or before 12/31/2016.
- ii) Construction to be completed on or before 6/30/2018.

B. The COUNTY agrees to complete the PROJECT on or before 6/30/2018. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of \$312,185.00.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

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

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

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

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

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

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money

may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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

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

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

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

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

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

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

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

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of resources awarded through the DEPARTMENT to the COUNTY by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT. The following requirements do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The COUNTY shall comply with all audit and audit reporting requirements as specified below.

- i. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the COUNTY'S use of state financial assistance may include but not be limited to on-site visits by DEPARTMENT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.
- ii. The COUNTY a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:
 - a. In the event the COUNTY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY must have a State single or project-specific audit conducted 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 A to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by the COUNTY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, 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.
 - b. In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - c. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the COUNTY must provide a single audit exemption statement to the DEPARTMENT at FDOTSingleAudit@dot.state.fl.us no later

than nine months after the end of the COUNTY'S audit period for each applicable audit year. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 COUNTY'S resources (*i.e.*, the cost of such an audit must be paid from the COUNTY'S resources obtained from other than State entities).

- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the DEPARTMENT will review the COUNTY'S financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If the COUNTY fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the COUNTY shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to the COUNTY'S records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- iii. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the DEPARTMENT, or its designee, DFS or the Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

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

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

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

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

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

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

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

H. The contractor/consultant/vendor agrees to comply with s.20.055 (5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055 (5), Florida Statutes.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this 5th day of April, 2016, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2016-015 of the Board on the _____ day of _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this _____ day of _____.

LEVY COUNTY, FLORIDA

ATTEST: _____ (SEAL) BY: _____
CLERK CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL) BY: _____
EXECUTIVE SECRETARY DISTRICT SECRETARY
DISTRICT TWO

District Construction/Maintenance
Engineer Approval:

Legal Review:

Availability of Funds
Approval:

_____ (Date)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY Anne Bast Brown
Anne Bast Brown, County Attorney

EXHIBIT A

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: SMALL COUNTY ROAD ASSISTANCE PROGRAM
CSFA Number: 55.016
***Award Amount:** \$312,185

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.016 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.016 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

The project consists of the Design, Construction and Construction Engineering Inspection for the resurfacing of NW 110 Avenue / Clay Landing Road from SR 320 to end of road

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtained following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available.

if Right-of-Way activities become apparent, begin coordination with the Department at once.
The Department's maximum participation is not to exceed **\$312,185.00**

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

**EXHIBIT C
SCHEDULE OF FUNDING**

The Honorable John Meeks, Chair Levy County Board of County Commissioners PO Box 310 Bronson, Florida 32621	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	Financial Project ID: 432765-1-54-01
	SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)	Contract Number:

PROJECT DESCRIPTION

Name: NW 110th Avenue / Clay Landing Road

Termini: from SR 320 to end of road

Description of Work: resurfacing and reconstruction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Design <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Construction <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ \$ 312,185.00 _____ \$ 312,185.00	_____ _____ _____ _____ _____	_____ _____ \$ 312,185.00 _____ \$ 312,185.00
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Cost of Project	\$ 312,185.00	_____	\$ 312,185.00

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available.

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/5/16

3. REQUESTED MOTION/ACTION:

Approve Resolution 2016-022 authorizing the execution of an agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of FL for a Sovereignty Submerged Lands Easement at Dennis Creek in conjunction with the Widening and re-surfacing of C326/ SW 78th PL (Shell Mound RD)

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES_ NO_ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval for resolution 2016-022 for completion of planned road improvements to CR 326/SW 78 PL the Board needs to obtain an easement over the sovereign lands of the State of Florida along CR 326 SW/78th PL at Dennis Creek from the Board of Trustees of the Internal Improvement Trust Fund. The Board of Trustees of the Internal Improvement Trust Fund agrees to grant a nonexclusive easement on, under and across such sovereign lands and the Board desires to enter into an Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund for a period of 50 years for a parcel of sovereign submerged land in Section 31, Township 14 South, Range 13 East, in Dennis Creek, Levy County, FL.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES X_ NO	YES_ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2016-022**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA FOR A SOVEREIGNTY
SUBMERGED LANDS EASEMENT AT DENNIS CREEK IN
CONJUNCTION WITH THE RESURFACING OR WIDENING OF CR 326/
SW 78TH PLACE IN LEVY COUNTY, FLORIDA.**

WHEREAS, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund has the authority to grant a nonexclusive easement on, under and across the sovereign lands of the State of Florida; and

WHEREAS, in order to complete planned road improvements to CR 326/SW 78th Place the Board needs to obtain an easement over the sovereign lands of the State of Florida along CR 326/SW 78th Place, at Dennis Creek, from the Board of Trustees of the Internal Improvement Trust Fund; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund agrees to grant a nonexclusive easement on, under and across such sovereign lands; and

WHEREAS, the Board desires to enter into an Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund for a period of 50 years for a parcel of sovereign submerged land in Section 31, Township 14 South, Range 13 East, in Dennis Creek, Levy County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, that:

1. The Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund for Easement NO. 41896; BOT File No. 380239652; and PA No. ERP-075-222067-1 ("the Easement"), is hereby approved.
2. The Chair of the Board of County Commissioners of Levy County is authorized to execute the Easement, and any addendums and amendments thereto.

DULY PASSED AND ADOPTED THIS 5th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST:
Clerk of the Circuit Court
and Ex-Officio Clerk to the Board
of County Commissioners

John Meeks, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Danny J. Shipp, Clerk

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\res\leaseement-SCOP_CR326-SW78 pl
LR2013-078

This Instrument Prepared By
Tiana D. Brown
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41896
BOT FILE NO. 380239652
PA NO. ERP-075-222067-1

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Levy County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 31,
Township 14 South, Range 13 East, in Dennis Creek,
Levy County, Florida, as is more particularly described
and shown on Attachment A, dated February 2, 2016.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 3, 2016, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. **USE OF PROPERTY:** The above described parcel of land shall be used solely for public transportation purposes (public vehicular bridge) only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the Suwannee River Water Management District Environmental Resource Permit No. ERP-075-222067-1, dated October 20, 2015, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. **EASEMENT CONSIDERATION:** In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. **TERMINATION:** The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Levy County, Florida
P.O. Box 336
Bronson, Florida 32621

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

4. **WARRANTY OF TITLE/GUARANTEED SUITABILITY OF USE OF LAND:** Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. **DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:** Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. **GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY:** This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

8. **RIGHT TO INSPECT:** Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. **RESOLUTION OF ANY INEQUITIES:** Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. **LIABILITY/INVESTIGATION OF ALL CLAIMS:** The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

11. **ASSIGNMENT OF EASEMENT:** This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

12. **TAXES AND ASSESSMENTS:** The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. **CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES:** Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. **AMENDMENTS/MODIFICATIONS:** This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. **USACE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. **ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. **UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

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

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

[Signature] 3/14/16
Notary Public, State of Florida
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Levy County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

John Meeks
Typed/Printed Name of Executing Authority

Original Signature

Chairman
Title of Executing Authority

Typed/Printed Name of Witness

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John Meeks as Chairman, for and on behalf of Board of County Commissioners of Levy County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

Dennis Creek

SW 1/4

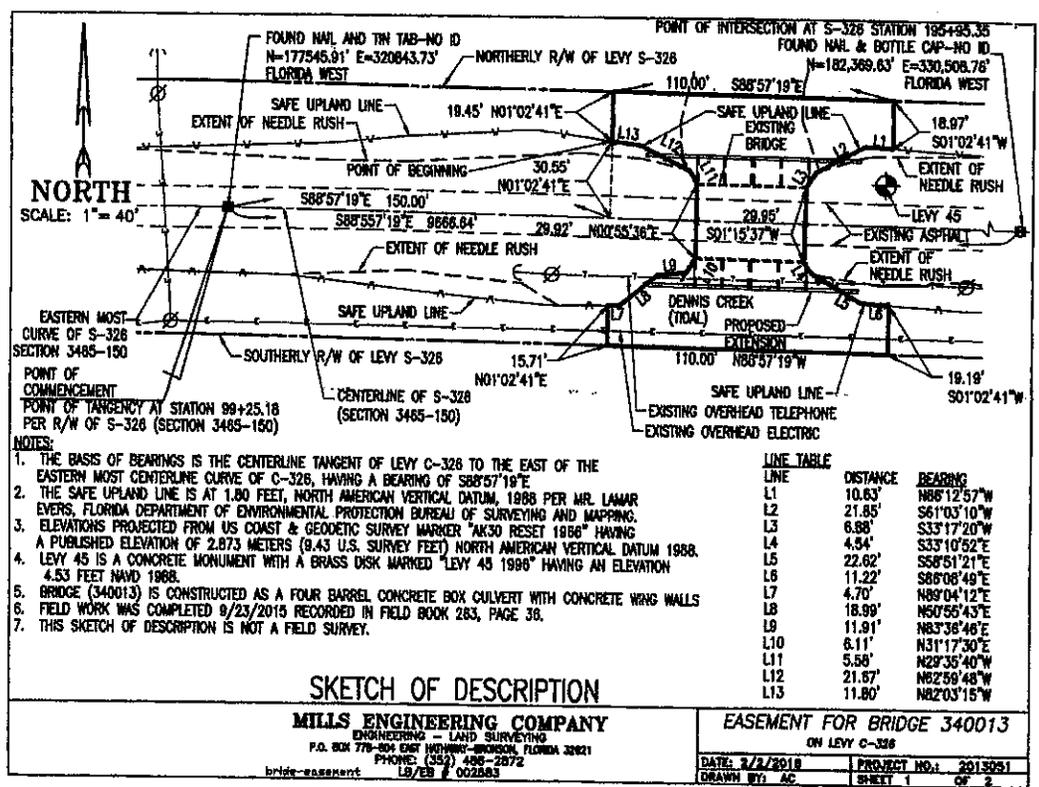
1378

1379

1377

Go gle

Attachment A
Page 6 of 8 Pages
Easement No. 41896



DESCRIPTION OF PROPOSED EASEMENT AREA:

THAT PART OF THE SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN SECTION 31, TOWNSHIP 14 SOUTH, RANGE 13 EAST, LEVY COUNTY, FLORIDA LYING WITHIN THE RIGHT-OF-WAY OF S-326 (FDOT SECTION 3465-150) AT DENNIS CREEK, AND WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCE AT THE POINT OF TANGENCY AT STATION 99+25.18 AS RECORDED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR S-326 (SECTION 3465-150) DATED 5/29/1957, THENCE S88°57'19"E ALONG THE CENTERLINE OF S-326, A DISTANCE OF 150.00 FEET; THENCE N01°02'41"E, DEPARTING SAID CENTERLINE, A DISTANCE OF 30.55 FEET TO THE SAFE UPLAND LINE LOCATED WEST OF DENNIS CREEK AND THE POINT OF BEGINNING; THENCE N01°02'41"E, A DISTANCE OF 19.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF S-326; THENCE S88°57'19"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.00 FEET; THENCE S01°02'41"W, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 18.97' TO THE SAFE UPLAND LINE LOCATED EAST OF DENNIS CREEK; THENCE N86°12'57"W ALONG THE SAFE UPLAND LINE, A DISTANCE OF 10.83 FEET; THENCE S61°03'10"W ALONG THE SAFE UPLAND LINE, A DISTANCE OF 21.85 FEET TO THE FACE OF A CONCRETE WING WALL OF THE EXISTING BRIDGE CROSSING DENNIS CREEK; THENCE S33°17'20"W ALONG THE FACE OF THE WING WALL, A DISTANCE OF 6.88 FEET TO THE INSIDE FACE OF THE CULVERT BARREL; THENCE S01°15'37"W ALONG THE SAID FACE OF THE CULVERT BARREL, A DISTANCE OF 29.85 FEET TO THE FACE OF A CONCRETE WING WALL OF THE EXISTING BRIDGE; THENCE S33°10'52"E ALONG THE FACE OF THE WING WALL, A DISTANCE OF 4.54 FEET TO THE SAFE UPLAND LINE EAST OF DENNIS CREEK; THENCE S58°51'21"E ALONG THE SAFE UPLAND LINE, A DISTANCE OF 22.62 FEET; THENCE S86°08'49"E ALONG THE SAFE UPLAND LINE, A DISTANCE OF 11.22 FEET; THENCE S01°02'41"W, DEPARTING THE SAFE UPLAND LINE, A DISTANCE OF 19.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S-326; THENCE N88°57'19"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 110.00 FEET; THENCE N01°02'41"E, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.71 FEET TO THE SAFE UPLAND LINE WEST OF DENNIS CREEK; THENCE N89°04'12"E ALONG THE SAFE UPLAND LINE, A DISTANCE OF 4.70 FEET; THENCE N50°55'43"E ALONG THE SAFE UPLAND LINE, A DISTANCE OF 18.99 FEET; THENCE N83°38'46"E ALONG THE SAFE UPLAND LINE, A DISTANCE OF 11.91 FEET TO THE FACE OF A CONCRETE WING WALL OF THE EXISTING BRIDGE CROSSING DENNIS CREEK; THENCE N31°17'30"E ALONG THE FACE OF THE WING WALL, A DISTANCE OF 6.11 FEET TO THE INSIDE FACE OF THE CULVERT BARREL; THENCE N00°55'36"E ALONG THE INSIDE FACE OF THE CULVERT BARREL, A DISTANCE OF 29.92 FEET TO THE FACE OF THE EXISTING CONCRETE WING WALL OF THE EXISTING BRIDGE; THENCE N29°35'40"W ALONG THE FACE OF THE WING WALL, A DISTANCE OF 5.58 FEET TO THE SAFE UPLAND LINE WEST OF DENNIS CREEK; THENCE N82°59'48"W ALONG THE SAFE UPLAND LINE, A DISTANCE OF 21.67 FEET; THENCE N82°03'15"W ALONG THE SAFE UPLAND LINE, A DISTANCE OF 11.80 FEET TO THE POINT OF BEGINNING.

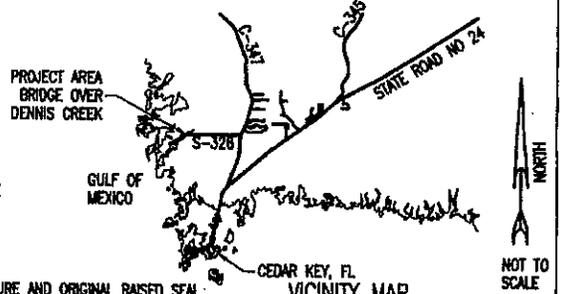
SAID AREA CONTAINING 0.17 ACRES, MORE OR LESS.

SPECIFIC PURPOSE:

THE PURPOSE OF THIS DESCRIPTION IS TO SHOW THE EASEMENT AREA NECESSARY FOR THE EXISTING LEVY C-326 BRIDGE CROSSING DENNIS CREEK.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE FLORIDA STATUTE 472 AND FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.

Donald A. Carswell 2/11/16
 DONALD A. CARSWELL, PSM # 8071



THIS DESCRIPTION AND SKETCH ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

MILLS ENGINEERING COMPANY

ENGINEERING - LAND SURVEYING
 P.O. BOX 778-804 EAST HATHAWAY-BRONSON, FLORIDA 32821
 PHONE: (382) 486-2872
 LB/EB # 002563

EASEMENT FOR BRIDGE 340013

ON LEVY C-326

DATE: 2/2/2016	PROJECT NO.: 2012081
DRAWN BY: AC	SHEET 2 OF 2

**REGULAR MEETING
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
MARCH 8, 2016**

The Regular Meeting of the Board of Levy County Commissioners was held on March 8, 2016 at 9:00 A.M. in the Levy County Board of County Commissioners meeting room with the following Commissioners present:

Chairman John Meeks
Comm. Rock Meeks
Comm. Danny Stevens
Comm. Lilly Rooks
Comm. Mike Joyner

Also present were:

County Attorney -- Anne Bast Brown
County Coordinator -- Fred Moody
Danny J. Shipp -- Clerk of Court

Chairman John Meeks called the Meeting to order at 9:00 A.M. Comm. Joyner gave the invocation, followed by the Pledge of Allegiance.

EXPENDITURES

Comm. Stevens made a motion to approve the following expenditures presented for payment. Second was made by Comm. Joyner and the MOTION CARRIES.

CHECK NUMBER	122842-123032
FUND	AMOUNT
GENERAL REVENUE	1,459,669.76
ROAD	53,600.46
SHIP	44,100.00
PAL LIBRARY	12,572.29
MOSQUITO CONTROL	1,685.59
TRANSPORTATION	18,072.04
911	12,560.17
EMS	38,306.66
FIRE	67,884.63
TOURIST DEVELOPMENT	4,834.16
UTILITIES	1,073.86
ADD COURT COSTS	1,593.26
IMPACT FEES - PARKS	2,331.94
CAPITAL PROJECTS	850.00
LANDFILL	63,116.50
TOTAL	\$ 1,782,251.32
 EFT PAYMENT	 \$ 33,975.19

MINUTES

The minutes from the regular Board Meetings listed below were presented for Board approval:

December 22, 2016 (Amended)	January 5, 2016
January 19, 2016	February 2, 2016

Comm. Joyner made a motion to approve the "Amended" Minutes for the December 22, 2016 Regular Board Meeting as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

DRAFT

Comm. Joyner made a motion to approve the Minutes for the Regular Meeting held on January 5, 2016 as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Comm. Rock Meeks made a motion to approve the Minutes for the Regular Meeting held on January 19, 2016 as presented. Second was made by Comm. Joyner and the MOTION CARRIES.

Comm. Joyner made a motion to approve the Minutes for the Regular Meeting held on February 2, 2016 with changes as stated. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

PUBLIC COMMENT

Comm. John Meeks announced the passing of Dogan Cobb, a long-time resident of Bronson and WWII Veteran. Wilbur Dean stated the viewing is today at the Bronson First Baptist Church from 5:30 P.M. to 7:00 P.M. and the funeral services will be tomorrow, March 9th at 2:00 P.M. also at the Bronson First Baptist Church. Toni Collins added, while Mr. Cobb was away serving in WWII, his wife served in his place continuing his job duties until he returned.

Joseph Lander spoke to the Board requesting the status of the quality assurance report from the Department of Public Safety as spoken of at a previous meeting.

Comm. John Meeks stated the report is on the agenda and will be given today.

NATURE COAST BUSINESS DEVELOPMENT COUNCIL

David Pieklik

Presentation of quotes to purchase display stands for business resources, including incentives and how-to guides.

Mr. Pieklik presented quotes to the Board and requested Board approval to purchase eight (8) display stands for business resources, including incentives and how-to guides. The quotes are listed below:

Allen Display	\$3,458.21
National Business Furniture	\$1,464.53
Apex	\$ 329.99

Mr. Pieklik requested the Board approve the purchase from Allen Display as the quality of this product meets the needs of the Nature Coast Business Development Council. The other vendors did not have countertop models which are necessary for several locations.

Comm. Stevens made a motion to approve the purchase of eight (8) display stands from Allen Display as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

INGLIS TOWN COMMISSIONER

Ann Morin

Inform Commissioners on the Safe Route to School Program Grant (SRSP) also request a letter of support.

Ms. Morin requested a Letter of Support from the Board for the Safe Routes to School Program for Inglis and Yankeetown. This project will give the Towns the opportunity to provide lighted walkways to the towns school and the library for the areas children.

Comm. Rooks made a motion to approve the request for a Letter of Support as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

Comm. Joyner asked Mrs. Whitehurst if this same program could help the school in Raleigh.

Tisha Whitehurst answered she had given the Safe Routes to School Grant program paperwork to the administration at the school in Raleigh and has spoken to officials at Whitehurst Construction who have indicated they are in support of this project. This application process is in the very beginning stages.

SHAUNNA LAMB

Requesting to have remaining SHIP loan balance either forgiven or reduced.

Darlene Barnhill, mother of Shaunna Lamb spoke to the Board explaining her daughter's situation and requested the Board consider reducing some or all of her SHIP loan.

After discussion, Comm. Joyner made the suggestion of the Board looking into the possibility of assisting Mrs. Lamb at the next regular Board meeting.

The Board agreed to have Mrs. Barnhill come back at the next Regular Board Meeting on March 22nd.

DRINDA MERRITT, MAYOR OF INGLIS
DEBRA WEISS, MAYOR OF YANKEETOWN

Requesting approval and signature of the Withlacoochee River Basin Economic Development Compact.

Mayor Merritt spoke to the Board requesting approval with the Chairman's signature of the Withlacoochee River Basin Economic Development Compact. Mayor Merritt explained this is a multi-jurisdictional cooperation for economic development and recreational development and the county has no financial obligation.

Comm. Joyner made a motion to approve with the Chairman's signature the Withlacoochee River Basin Economic Development Compact as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

DEPARTMENT REPORTS**COUNTY COORDINATOR**

Fred Moody

Request approval of the Nabors, Giblin & Nickerson scope of services for our annual assessment programs for fiscal year 2016-17 for EMS, Fire Protection, Road Maintenance, and Solid Waste.

Mr. Moody requested Board approval of the Nabors, Giblin & Nickerson scope of services for the EMS, Fire Protection, Road Maintenance and Solid Waste Assessment Programs for fiscal year 2016-2017. Mr. Moody explained the rates are the same as they were for 2015-2016 and are listed below:

Fire Protection	\$10,000
Road Maintenance	\$ 8,000
Solid Waste	\$ 7,500
<u>EMS</u>	<u>\$10,000</u>
Total	\$35,500

Comm. Joyner made a motion to approve the Annual Assessment Programs as presented. Second was made by Comm. Stevens and the MOTION CARRIES.

Renate Cannon spoke regarding this item and Mr. Moody addressed her concerns.

LEVY COUNTY TRANSIT

Connie Conley, General Manager

- A. Request Board approval for Notice of Grant Award for Section 5339 and approval to purchase bus in the amount of \$85,000.00.

Mr. Moody requested on behalf of Mrs. Conley Board approval for the Notice of Grant award for Section 5339 Bus and Bus Facilities Program including approval to purchase a bus with these funds in the amount of \$85,000.

Comm. Stevens made a motion to approve the Notice of Grant Award for Section 5339 and approval to purchase a bus as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

- B. Request Board direction for approval process on all future Notice of Grant Awards (NOGA) from FDOT transportation grants, specifically whether NOGA's must come to the full Board for approval or may be approved by the Chair pursuant to the authorizing Resolution for the applicable grant.

Mr. Moody requested Board direction concerning the approval process on all future Notice of Grant Awards (NOGA) from FDOT transportation grants. He explained in the past NOGA's were signed by the Chairperson without being brought before the Board for approval as the authorizing resolution for the applicable grant gives the Chairperson the authority. The standard form of the NOGA's have been changed by FDOT now including audit requirements and commitments not in prior NOGA forms. The new forms have a date at the top and the County will have 60 days to approve and return to FDOT to be dated. Once the signed NOGA is received back from FDOT, the approved items can be ordered. In the event this process does not take place within the 60 days allowed by FDOT, the funding will be taken from the County.

Comm. Rooks made a motion to approve the approval process for all future Notice of Grant Awards from FDOT Transportation Grants requiring they come to the Board for full approval. Second was made by Comm. Joyner and the MOTION CARRIES.

PARKS & RECREATION

Matt Weldon, Director

Request Board approval to award Bid Project for Geophysical Services at the two (2) Blue Springs areas.

Mr. Moody requested on behalf of Matt Weldon Board approval to award Bid Project to Geophysical Services at the two (2) Blue Springs areas. The investigation is to map the top of sediments & top of rock within the spring areas and to locate possible non-functioning spring vents for future dredging. The bids received are as follows:

R.M. Baker, LLC	\$17,000
GeoView, Inc.	\$ 4,000
SpotLight Geo Services, LLC	\$ 8,500

Atty. Brown requested the motion include authorization for the Chairman to sign the Contract.

Comm. Rock Meeks made a motion to approve the Bid Project to GeoView, Inc. and to authorize the Chairman to sign the Contract. Second was made by Comm. Rooks and the MOTION CARRIES.

Mr. Moody added the next union negotiation meeting will be on Thursday, March 17, at 11:00 A.M. at the Department of Public Safety complex.

ANIMAL SERVICES

David Weatherford, Director

- A. Present a Quarterly Report on Shelter Statistics.

Mr. Weatherford presented to the Board the quarterly statistics of intakes, adoptions, rescues, and euthanasia of animals at the shelter.

Mr. Weatherford reported to the Board funding had been received for the construction of a cat room and construction has begun. This will be a 16' x 24' room located in a warehouse separate from the dogs. There will be a cage area, a visiting area and a small isolation unit. The room will be used to house adoptable cats and kittens and can be used to house citizens' cats in case of a hurricane.

- B. Inform the Public of the next Adoption Event to be held tentatively on May 7, 2016 from 9 A.M. – 1 P.M.

Mr. Weatherford announced the next adoption event is tentatively scheduled for Saturday, May 7th from 9:00 A.M. to 1:00 P.M. at Tractor Supply in Chiefland. Adoptions include a rabies shot and micro-chip for the animal.

PLANNING

Shenley Neely, Planning Director

- A. Motion to approve Deferred Payment Loan Agreement, Mandy Cribbs-PA #533.

Ms. Neely requested Board approval of a Deferred Payment Loan Agreement for Mandy Cribbs – PA #533 in the amount of \$14,450.00.

Comm. Stevens made a motion to approve the Deferred Payment Loan Agreement for Mandy Cribbs – PA #533 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- B. Staff respectfully request the Levy County Board of County Commissioners approval a motion to accept the Affordable Housing Advisory Committee's (AHAC) recommendation of "no changes" to Levy County's Current Affordable Housing Incentive Strategies, as contained within the County's current Local Housing Assistance.

Ms. Neely requested Board approval of the Affordable Housing Advisory Committee's (AHAC) recommendation of "no changes" to Levy County's Current Affordable Housing Incentive Strategies, as contained within the County's current Local Housing Assistance. Approval of the AHAC recommendations will ensure the County's LHAP will be maintained in compliance with all state and federal requirements.

Comm. Stevens made a motion to approve the Affordable Housing Advisory Committee's recommendation of "no changes" to Levy County's Current Affordable Housing Incentive Strategies as requested. Second was made by Comm. Comm. Rooks and the MOTION CARRIES.

- C. Request Board approval and Chair's signature on attached Documents required by Florida Department of Economic Opportunity to close-out the County's Neighborhood Stabilization Program (NSP3) Grant 12D-Q5-05-48-01-F05.

Ms. Neely requested Board approval and signature of the Chairman on the attached Documents required by the Florida Department of Economic Opportunity to close-out the County's Neighborhood Stabilization Program (NSP3) Grant 12D-Q5-05-48-01-F05.

Comm. Stevens made a motion to approve with the Chairman's signature the County's Neighborhood Stabilization Program Grant as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- D. Request approval of corrections providing technical clarification to County's Local Housing Assistance Plan (LHAP) Fiscal year 2013/2014, 2014/2015 and 2015/2016, with corrections retroactive to FY 2013/2014. Staff respectfully requests the Board's approval of Resolution 2016-10.

Ms. Neely requested Board approval of Resolution 2016-10 approving corrections providing technical clarification to the County's Local Housing Assistance Plan (LHAP) for fiscal year 2013/2014, 2014/2015, and 2015/2016 with corrections to Exhibit C: Housing Delivery Goals Chart #2002 due to a scrivener's error. The recommendation for the clarifying revision comes as a result of a review of the LHAP in accordance with the SHIP Program. The changes to the chart will bring them into compliance/conformity with the existing LHAP.

Comm. Stevens made a motion to approve Resolution 2016-10 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

DEPARTMENT OF PUBLIC SAFETY

David Knowles, Director

- A. Request the Board to ratify submission of four (4) applications for the 2016 Department of Health (DOH) EMS Matching Grant.

Chief Knowles requested Board approval to ratify submission of four (4) applications for the 2016 Department of Health (EMS) Matching Grant which are 90/10 grants. The items on the applications are listed below:

- 12 Stretcher Auto Load Systems \$301,168.56
Maximum County Share: \$75,292.14 if all 12 are awarded.
- 6 Vents \$ 44,284.80
Maximum County Share: \$11,071.20 if all 6 are awarded.
- 4 LUCAS CPR Devices \$ 98,128.00
Maximum County Share: \$24,532.00 if all 4 are awarded.
- 2 High Fidelity Simulation Manikins \$171,168.69
Maximum County Share: \$42,792.17 if both are awarded.

Chief Knowles stated the funds would not be expended until fiscal year 2016/2017.

Audience members who spoke regarding these applications were Dana Sheffield, Scott Lipman and Terry Witt.

Comm. Stevens made a motion to approve ratification of submission of four (4) applications for the 2016 Department of Health (EMS) Matching Grant as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

B. Requesting Board approval to disassemble and remove the Henry Beck and Spillway radio towers.

Chief Knowles requested Board approval to disassemble and remove the Henry Beck and Spillway radio towers. Chief Knowles explained the towers are not operational and repairs would be cost prohibitive. Chief Knowles stated one bid had been received and two more are coming. The cost is expected to be less than \$2,500 for each tower.

Comm. Rooks made a motion to table the item until all bids have been received. The motion dies for lack of second.

Questions were asked by Terry Witt and answered by Chief Knowles.

Comm. Joyner made a motion to approve disassembly and removal of the Henry Beck and Spillway radio towers as requested. Second was made by Comm. Stevens and the MOTION CARRIES.

The meeting recessed at 10:47 A.M.

The meeting reconvened at 11:00 A.M.

C. Providing the Board with the results of the equality assurance (QA) from Regional General Hospital of Williston (RGHW) concerns.

Chief Knowles provided to the Board results of the equality assurance (QA) from Regional General Hospital of Williston (RGHW) concerns discussed at the February 16th Board meeting. Chief Knowles stated no discrepancies were found in how the employees handled each situation which was reviewed.

Joseph Lander, an employee of Dr. Pagidipati over Marketing and Compliance at Regional General Hospital in Williston spoke to the Board stating it is the belief of those at Regional General Hospital, based on memos they have looked at, employees of the Levy County Department of Public Safety are being told by their administrators not to take people to Regional General Hospital either directly or through a series of carving them out of the transport protocol.

Comm. John Meeks stated the Board was satisfied with the investigation which was conducted and suggested Regional General Hospital have an independent investigation done if they wish to extend the investigation further.

Comments were made by Terry Witt, Renate Cannon and Ron Grant from the audience.

ROAD DEPARTMENT

Alice LaLonde, Office Manager/Casey Duquette

- A. Request adoption of Resolution 2016-05 approving the petition to vacate, abandon and close portions of SW 123rd Avenue a/k/a Palm Avenue, and SW 122nd Terrace, a/k/a Walnut Avenue, located in Cedar Key Heights Section B Subdivision, as requested by petitioners, James G. Mason II, Nancy K. Mason, Robert E. Palmer and Jamie Palmer.

DRAFT

Mrs. LaLonde requested Board approval of Resolution 2016-05 approving the petition to vacate, abandon and close portions of SW 123rd Avenue a/k/a Palm Avenue, and SW 122nd Terrace, a/k/a Walnut Avenue, located in Cedar Key Heights Section B Subdivision, as requested by petitioners, James G. Mason II, Nancy K. Mason, Robert E. Palmer and Jamie Palmer.

Comm. Joyner made a motion to approve Resolution 2016-05 as requested. Second was made by Comm. Stevens and the MOTION CARRIES.

- B. Request approval of Resolution Number 2016-007 granting temporary easement to FDOT for Bridge #340010 on CR 456 at Daughtry Bayou in Levy County, FL.

Mr. Duquette requested Board approval of Resolution 2016-07 granting temporary easement to FDOT for Bridge #340010 on CR 456 at Daughtry Bayou in Levy County, FL.

Comm. Rooks made a motion to approve Resolution 2016-07 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- C. Request approval of Resolution Number 2016-006 granting temporary easement to FDOT for Bridge #340011 on CR 456 at Lewis Pass in Levy County, FL.

Mr. Duquette requested Board approval of Resolution 2016-006 granting temporary easement to FDOT for Bridge #340011 on CR 456 at Lewis Pass in Levy County, FL.

Comm. Rock Meeks made a motion to approve Resolution 2016-006 as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

NON-AGENDA ITEM ROAD DEPARTMENT

Comm. Stevens made a motion to hear a non-agenda item concerning the Road Department. Second was made by Comm. Joyner and the MOTION CARRIES.

Mrs. LaLonde presented an estimate from Beard Equipment in the amount of \$6,129.91 for repairs to the transmission on a grader.

After discussion, Comm. Stevens made a motion to approve the repair to be done by Beard Equipment for an amount not to exceed \$10,000. Second was made by Comm. Joyner and the MOTION CARRIES.

COUNTY ATTORNEY

Anne Bast Brown

Requesting approval of Levy County Public Utility Crossing and Right-of-Way Use Agreement ("Agreement") with Sabal Trail Transmission, LLC ("Sabal Trail"), and authorize acceptance of permit fee when paid by Sabal Trail.

Atty. Brown requested Board approval of the Levy County Public Utility Crossing and Right-of-Way Use Agreement with Sabal Trail Transmission, LLC, and authorize acceptance of permit fee when paid by Sabal Trail. Sabal Trail will work with the County Road Department to obtain permits for each of the right-of-way crossings required. The total fee for the permit review and for the rights for of the County rights-of-way will be \$130,000. Attorney fees of \$25,000 for outside counsel related to extensive negotiations for the Agreement will also be paid by Sabal Trail.

Comm. Joyner made a motion to approve the Levy County Public Utility Crossing and Right-of-Way Use Agreement and acceptance of permit fees as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

PUBLIC COMMENTS

Toni Collins, Renate Cannon, Ron Grant and Scott Lipman spoke regarding Sabal Trail.

Terry Witt asked if an issue had been resolved regarding the Courthouse hours for business. Mr. Moody stated the Board office is open at 8:00 A.M. until 5:00 P.M. All other constitutional officers open their offices at 8:30 A.M. and close at 4:40 P.M.

COMMISSIONERS' REPORTS

Comm. John Meeks announced the passing of Dogan Cobb, a long-time resident of Bronson. Wilbur Dean stated the viewing is today at the Bronson First Baptist Church from 5:30 P.M. to 7:00 P.M. and the funeral services will be tomorrow, March 9th at 2:00 P.M. also at the Bronson First Baptist Church.

Comm. Joyner announced the 39th Annual Wild Hog Canoe/Kayak Race is coming up on Saturday, April 23rd. This is a fundraiser each year to benefit the LARC. Comm. Joyner stated the Ride-to-Provide is coming up later and he will bring back more information as the date approaches.

Comm. Rooks announced several events coming up: On Saturday, March 12th from 10:00 A.M.-4:00 P.M. the Levy County Historical Society is presenting author, Patrick Smith, Jr. at the Cedar Key RV Resort. There will also be other authors present.

On May 7th, there will be an animal adoption event at the Chiefland Tractor Supply.

Comm. Rock Meeks announced the Suwannee River Fair begins this weekend ending with the sale on March 23rd and the CAAA Baseball Bash is this Saturday at Strickland Park in Chiefland.

Comm. John Meeks

Appoint David Shewey to District One on the Board of Adjustments.

Comm. Stevens made a motion to appoint David Shewey to District One on the Board of Adjustments as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

Comm. John Meeks spoke of the Bronson SCOP Grant and stated having Mrs. Whitehurst, Grants Coordinator work with them would help the Town of Bronson and allow Mrs. Whitehurst the opportunity to go through the process. The Town of Bronson will submit a letter requesting Mrs. Whitehurst's assistance.

Comm. John Meeks gave Legislative updates.

Comm. John Meeks announced the Civil War Re-enactment at Kirby Farms in Williston will be taking place. The Chiefland Farmer's Market will be at the Train Depot on March 12th and 26th. On March 19th, there will be a Spring Into Spring event at Manatee Springs State Park in Chiefland which will take place from 9:00 A.M. to 4:00 P.M. The South Levy Marketplace will be taking place in Inglis on March 26th from 9:00 A.M. to 1:00 P.M. March 31st – April 3rd will be the dates for the Levy County Fair in Williston at the Horseman's Park. The Chiefland FFA Alumni will have a rodeo March 18th and 19th.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNED AT 12:20 P.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FL

Clerk of Court, Danny J. Shipp

Chairman, John Meeks