

## Levy County Board of County Commissioners

### Agenda Item Summary

<b>1. NAME/ORGANIZATION/TELEPHONE:</b> FRED MOODY, COUNTY COORDINATOR 486-5218	<b>2. MEETING DATE:</b> 6/7/2016
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**3. REQUESTED MOTION/ACTION:**  
 Request approval of the draft invoice for FY2016/17 Florida Association of Counties dues.

<b>4. Agenda Presentation</b> Time Requested: _____ (Request will be granted if possible) <b>ALLOTTED TIME NOT MORE THAN 15 MINUTES</b>	<b>5. IS THIS ITEM BUDGETED ( IF APPLICABLE ) ? : YES _ NO _ IF NO, STATE ACTION REQUIRED</b> BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT:  DETAILED ANALYSIS ATTACHED?: YES ___ NO ___      BUDGET OFFICER APPROVAL _____ DATE
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**6. BACKGROUND: ( WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED )**

Request approval of the draft invoice in the amount of \$4827.00 for FY2016/17 Florida Association of Counties Dues. The FAC Board of Directors will vote on the proposed dues at the June Annual Conference. The final invoice will follow in September.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

**7. 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 ___ NO	YES ___ NO

**8. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED      DATE TO BRING BACK:  
 OTHER      SPECIFY:



*All About Florida*

May 20, 2016

Mr. Fred Moody  
County Coordinator  
Levy County  
P.O. Box 310  
Bronson, FL 32621

Dear Mr. Moody:

The 2016 Legislative Session was a resounding success for counties, with FAC leading the statewide effort, killing more than 30 bills that would have preempted counties' home rule authority and stopping most of the unfunded mandates. Our success would not be possible without the commitment of Florida's counties. We can't thank you enough for your support and collaboration in these efforts.

After fighting the state for more than a decade the unfair cost share arrangement for juvenile detention costs was finally resolved, allowing counties to focus on the delivery of critical services to our youth and not bureaucratic red tape from the state. In addition, FAC was part of the team that secured increased funding for Florida's springs and Everglades and helped to stop a cost shift of hundreds of millions of dollars from Florida's utilities to our counties.

In addition to our advocacy efforts, FAC has been able to bring savings to our members through our Enterprise programs. FAC members have achieved substantial budget savings through participation in FAC endorsed insurance programs, financial products and other affinity programs.

For budget planning purposes, please find attached Levy County's draft invoice for FY2016/17 FAC dues. The FAC Board of Directors will vote on the proposed dues at the June Annual Conference. We will follow with a final invoice in September.

If you have any questions regarding your dues amount please feel free to contact me or FAC's CFO Anna Doughty. We thank you for your commitment and look forward to continuing to work with your county for years to come.

Sincerely,

R. Scott Shalley  
Executive Director

Enclosures: 2

**BARBARA SHARIEF**  
PRESIDENT  
BROWARD

**KATHY BRYANT**  
PRESIDENT ELECT  
MARION

**CHRISTOPHER G. CONSTANCE, M.D.**  
FIRST VICE PRESIDENT  
CHARLOTTE

**KARSON TURNER**  
SECOND VICE PRESIDENT  
HENDRY

**GROVER C. ROBINSON, IV**  
IMMEDIATE PAST PRESIDENT  
ESCAMBLA

**R. SCOTT SHALLEY**  
EXECUTIVE DIRECTOR

**INVOICE**

**LEVY**

**Terms: Due and payable November 1, 2016**

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**For: FAC Membership Dues  
November 1, 2016 thru October 31, 2017**

**\$ 4,827**

**This is for informational  
purposes only.  
Final invoices will  
be mailed September 2016.**

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

1. *NAME/ORGANIZATION/TELEPHONE:*

FRED MOODY, COUNTY COORDINATOR 486-5218

2. *MEETING DATE:*

6/7/2016

3. *REQUESTED MOTION/ACTION:*

Request for Appropriation of Funds for Fiscal Year 2016-17 for North Central Florida Regional Planning Council.

4. *Agenda Presentation*

*Time Requested:* \_\_\_\_\_

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. *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

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

Request for funds from the County for Fiscal Year 2016-17, as approved by the Council on May 26, 2016.

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED**

7. *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__ NO	YES__ NO

8. *COMMISSION ACTION:*

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:



Serving  
Alachua • Bradford  
Columbia • Dixie • Gilchrist  
Hamilton • Lafayette • Levy • Madison  
Marion • Suwannee • Taylor • Union Counties

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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 27, 2016

Mr. Fred Moody, County Coordinator  
Levy County  
P.O. Box 310  
Bronson, FL 32621-0310

RE: Request for Appropriation of Funds for Fiscal Year 2016-17  
North Central Florida Regional Planning Council

Dear Fred:

On behalf of the Council, this is a request for funds from the City for Fiscal Year 2016-17, as approved by the Council on May 26, 2016.

This request is being submitted to you so that your local governmental unit, as a member of the Council, can provide in its budget for the coming year the sum stated below as membership fees to the Council for its operation.

<b>General Membership Assessment</b>	<b>\$12,134</b>
(based upon \$.30 per capita for 2015 population of 40,448, or a \$750 minimum.)	

Please note that the per capita amount has not changed from the level established 35 years ago, which is \$.30. However, your total fees may have changed because of an increase or decrease in population. The population figure used is the official state estimate as reduced to reflect the number of inmates present.

**This letter does not constitute an invoice for payment. An invoice requesting payment of this amount will be sent to the City on or after October 1, 2016.**

If you have any questions concerning this matter, or if you would like for a representative of the Council to attend any budget hearings or meetings, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP  
Executive Director

xc: Honorable Danny J. Shipp, County Clerk

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

1. **DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**  
JACQUELINE MARTIN, HUMAN RESOURCE MANAGER

2. **MEETING DATE:**  
June 7, 2016

3. **REQUESTED MOTION/ACTION:**

Request direction from Board on interviewing Public Safety Director applicants.

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

FEEES AS PRESENTED ARE WITHIN CURRENT FY BUDGET FOR FINANCE DEPARTMENT.

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

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

14 APPLICATIONS FOR PUBLIC SAFETY DIRECTOR RECEIVED

REQUEST DIRECTION ON SELECTING APPLICANTS TO INTERVIEW AND SETTING INTERVIEW DATE

**OPTIONS:**

- OPTION TO INTERVIEW ALL APPLICANTS
- COMMISSION TO HAVE A WORKSHOP TO SELECT APPLICANTS FOR INTERVIEW
- STAFF COULD SELECT AND RECOMMEND 3 OR 5 OR ANY OTHER NUMBER OF APPLICANTS FOR INTERVIEWS.
- ANY OTHER OPTION PROPOSED BY BOARD, STAFF, OR AUDIENCE

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__ 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. NAME/ORGANIZATION/TELEPHONE:**

COUNTY AGENT / LEVY COUNTY EXTENSION OFFICE/ 352-486-5131

**2. MEETING DATE:**

06-07-2016

**3. REQUESTED MOTION/ACTION:**

Requesting Approval from the board of an agreement between  
Central Florida Community Action Agency. INC (CFCAA)

**4. Agenda Presentation**

**Time Requested:** \_\_\_\_\_

(Request will be granted if possible)

**ALLOTTED TIME NOT**

**MORE THAN 15 MINUTES**

**5. 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

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

For each participant approved for sponsorship, CFCAA expects that the parents or guardians will contribute towards the camp fees by paying directly to Levy County the following amounts: \$20 per participant for the one week residential Camp Cherry Lake, and \$5 per participant for any other weekly day camp attended.

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED**

**7. 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 ___ No	Yes ___ No

**8. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:

**AGREEMENT BETWEEN**

**CENTRAL FLORIDA COMMUNITY  
ACTION AGENCY, INC.  
1405 NW 13<sup>th</sup> Street  
Gainesville, FL 32601**

**and**

**LEVY COUNTY  
355 South Court Street  
Bronson, FL 32621**

**Central Florida Community Action Agency, Inc. (hereinafter CFCAA), and LEVY COUNTY have agreed to become parties to this agreement (hereinafter when referring to both as parties) according to the specifications and guidelines contained herein.**

**RECITALS**

**WHEREAS, CFCAA is a nonprofit organization that receives Community Services Block Grant (CSBG) funding to assist low-income people achieve their potential by supporting efforts to gain or maintain employment, and to assist youth to increase academic and social skills; and**

**WHEREAS, LEVY COUNTY, through its Levy County UF/IFAS Extension Service: is a federal-state-county partnership dedicated to developing knowledge in agriculture, human and natural resources, and the life sciences, funded in part and operated in part by Levy County; and**

**WHEREAS, CFCAA and LEVY COUNTY both desire to provide additional opportunities for low-income youth who would otherwise not be able to participate in the programs offered by LEVY COUNTY.**

**BE IT RESOLVED, that CFCAA and LEVY COUNTY agree, by affixing their signatures to this agreement, to enter into a relationship according to the following mutual promises and covenants.**

- 1. This agreement will begin on the date it is fully executed by both parties and will end on September 30, 2016. Any modifications to this agreement will be in writing and signed by both parties to this agreement.**
- 2. CFCAA agrees to provide funding to LEVY COUNTY to assist eligible youth of low-income families who reside in Levy County to participate in the Summer Day Camp program offered by LEVY COUNTY in 2016.**
- 3. For each participant approved for sponsorship, CFCAA expects that the parent(s) or guardian(s) will contribute towards the camp fees by paying directly to LEVY COUNTY the following amounts: \$20 per participant for the one week residential Camp Cherry Lake, and \$5 per participant for any other weekly day camp attended. Collection of these amounts is the responsibility of LEVY COUNTY.**
- 4. For each participant approved by CFCAA for sponsorship during the term of this agreement, CFCAA will provide funding according to the following schedule, unless CFCAA has previously agreed in writing to pay a different amount for one or more participants.**
  - a. One hundred eighty five dollars (\$185) if the residential Camp Cherry Lake between July 11 and July 15, 2016, is attended.**
  - b. Forty five dollars (\$45) per week if either of the ATV camps are attended.**
  - c. Twenty dollars (\$20) per week if any of the remaining weekly camps are attended.**

**CFCAA will pay only for the weeks that the participant attended camp and will not pay registration or other additional fees.**

- 5. If CFCAA determines that the parent(s) or guardian(s) of one or more of the youth approved for sponsorship will be unable to pay their assigned share of the fees, CFCAA, at its sole discretion, may excuse all or part of their liability. In that event, CFCAA will provide funding to cover the amount excused and will notify LEVY COUNTY of the amended amount to be paid for the specified participant(s).**

- e. Part 87 - Equal Treatment for Faith-Based Organizations
  - f. Part 87 - Non-discrimination on the Basis of Age in HHS Programs or Activities Receiving or Benefitting from Federal Financial Assistance
  - g. Part 93 - New Restrictions on Lobbying - See Attachment (A).
20. Each party shall obtain and maintain insurance sufficient to cover normal business casualty or liability loss in their respective name. Each party shall, at their own expense, secure and maintain any required professional or trade licenses or certifications required to perform services for **CFCAA** sponsored participants.
21. The parties agree that this agreement is subject to the laws of the State of Florida and that the venue for any legal action under, or arising from, this agreement shall be Levy County, Florida.
22. The parties agree to hold each other, their respective board members, officers, and employees harmless.
23. By signing below, the parties certify that each possesses legal authority to bind their respective organizations in their capacity as a signatory official.

Levy County:

Central Florida Community Action Agency, Inc.:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: JOHN WEEKS

Name: Charles J. Harris, Jr.

Title: CHAIRMAN

Title: Chief Executive Officer

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

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

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

## Levy County Board of County Commissioners

### Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

Library

2. MEETING DATE:

6/07/16

3. REQUESTED MOTION/ACTION:

Approve payment of Auto-Graphics invoice in the amount of \$6,589.38

4. Agenda Presentation

Time Requested:   3  

mins       

(Request will be granted if possible)

**ALLOTTED TIME NOT**

5. 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

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

The State of Florida requires an automated circulation system as a condition for receiving "State Aid to Libraries".

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

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input type="checkbox"/> NO <input type="checkbox"/>					

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:



430 North Vineyard Avenue  
 Suite 100  
 Ontario, CA 91764  
 Tel.: (909) 595-7004 Fax: (909) 595-3506

Invoice Number: 0061709  
 Invoice Date: 5/24/2016  
 JAS

**Sold To: 00-LEVY**  
 Levy County Public Library Sys  
 7871 NE 90 Street  
 Bronson, FL 32621  
  
 Attn: Lisa Brasher

**Ship To:**  
 Levy County Public Library Sys  
 7871 NE 90 Street  
 Bronson, FL 32621

**CUSTOMER P.O.**

**REFERENCE**

**TERMS**

AGENT VERSO & SYNETICS

DESCRIPTION	UNITS	PRICE	AMOUNT
Ongoing maintenance and support of base ILS software package, including updates, patches and documentation. Technical support desk help for base ILS software package, including access to technical support during stated hours with 24/7 voice mail, email and fax support. Outsources host facilities management, system hardware, software and communications, 24/7 system support and backups. Annual Term: 07/01/16 to 06/30/2017	1.00	5,350.00	5,350.00
Syndetics: Table of Contents, Fiction and Biography Profiles, Summaries & Annotations, Cover Images, First Chapters/Excerpts, Author Notes, Awards, LJ Review, & Choice Review. Annual Term: 07/01/16 to 06/30/2017	1.00	961.18	961.18
KidsCat included			
SIP2 Authentication Module to base ILS Software package, including software loading, testing and configuration. Annual Term: 07/01/16 to 06/30/2017	1.00	278.20	278.20

Total Invoice: 6,589.38  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
 Total Due: 6,589.38

Federal Tax ID No.  
 95-2105641  
 5/24/2016

Mail to: Auto-Graphics, Inc.  
 430 North Vineyard Avenue  
 Suite 100  
 Ontario, CA 91764

1 1/2% Per Month Late  
 Payment Charge on  
 balances 30-days past due

To ensure proper credit to your  
 account, please return one invoice  
 with your remittance

## Levy County Board of County Commissioners

**1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**

Benny Jerrels, Director, Solid Waste Department

**2. MEETING DATE:**

June 7, 2016

**3. REQUESTED MOTION/ACTION:** Approve the 2015-2016 Small County Consolidated Grant Agreement for State Assistance and authorize the Chair to sign the Agreement.

**4. AGENDA**

Presentation  
time requested

(Request will be granted if possible)

**4. Is this item budgeted (if applicable)?:** Yes \_\_\_ No X *If No, state action required*

Budget Action: None Required

Financial Impact Summary Statement: This grant will provide \$90,909 grant dollars for the operation of our county landfill.

Detailed analysis attached?: Yes \_\_\_ No \_\_\_ Budget Officer approval

Date \_\_\_\_\_

Funding Source: Solid Waste Department Budget Account Number: \_\_\_\_\_

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

The application for the Small County Consolidated Grant Agreement was approved by the Board on April 5, 2016 for submission to the State. This is an annual and recurring grant. The grant is in the amount of \$90,909. The Board on April 5, 2016 approved Resolution 2016-021, which authorizes the Director, Benny Jerrels to sign quarterly reimbursement documents. Approval of the Agreement is requested to allow acceptance of the grant funds for the 2015-2016 fiscal year.

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED**

**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 <u>X</u> No ___	YES ___ No ___	YES ___ No ___	YES ___ No ___	YES <u>X</u> No ___	YES <u>X</u> No ___

**7. COMMISSION ACTION:**

\_\_\_ APPROVED

\_\_\_ DENIED

\_\_\_ DEFERRED DATE TO BRING BACK:

\_\_\_ OTHER SPECIFY:

**2015-2016 SMALL COUNTY CONSOLIDATED GRANT AGREEMENT  
FOR STATE ASSISTANCE UNDER SECTION 403.7095(3), FLORIDA STATUTES**

**PART I - GRANT NOTIFICATION INFORMATION**

1. Grant Agreement Number: SC621
2. Date of Award: May 16, 2016
3. Grant Title: SMALL COUNTY CONSOLIDATED SOLID WASTE GRANT
4. Grant Period: October 1, 2015 - September 30, 2016, unless completed earlier in accordance with PART II, paragraph 2.
5. Grant Amount: \$ 90,909
6. CSFA # and Project Name: 37.012 - Small County Consolidated Grants
7. Grantee(s): Levy County

Address: Levy County Board of County Commissioners  
355 South Court Street  
Bronson, Florida 32621

8. Grantee Fiscal Year End: September 30, 2016
9. Federal Employer Identification Number: 59-6000717
10. Grantee's Authorized Representative:

Name: John Meeks  
Title: Chairman, Levy County Board of County Commissioners  
Address: Post Office Box 1734  
Bronson, Florida 32621  
Phone: (352) 486-3300  
Email: solidwaste@levycounty.org

If there is a change in the authorized representative during the Grant period, the Grantee must notify the Department in writing and provide appropriate documentation.

11. Grantee's Grant Manager:

Name: Benny Jerrels  
Title: Levy County Solid Waste Director  
Address: Post Office Box 1734  
Bronson, Florida 32621  
Phone: (352) 486-3300  
Email: solidwaste@levycounty.org

Any changes to the contact information shown above must be provided in writing to the Department's Grant Manager identified in paragraph 13.

12. Total county population from official April 1, 2014 population estimates: 40,473

13. Issuing Office/Department's Grant Manager:

Mr. Henry Garrigo, Grant Manager  
Florida Department of Environmental Protection  
Waste Reduction Program (MS 4555)  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
(850) 245-8822  
Email: Henry.Garrigo@dep.state.fl.us

Any changes to the contact information shown above must be provided in writing to the Grantee's Grant Manager identified in paragraph 11, above.

**PART II – GRANT CONDITIONS**

1. **COMPENSATION:**

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$90,909 for all eligible direct project costs, upon the completion, submittal and approval of deliverables identified in **Attachment A, Grant Work Plan**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures available at <http://www.fldfs.com/aadir/reference%5Fguide>.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single task that are less than 10% of the total approved task budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved task budget amount, or changes that transfer funds from one task to another task, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

2. **PERIOD OF AGREEMENT:** This Agreement shall begin upon execution by both parties and shall remain in effect until September 30, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2015 until funds are fully expended or September 30, 2016, whichever occurs first.

3. **NOTICE:** All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person, to the individuals identified in PART I, paragraphs 10, 11, and 13. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

4. **INVOICING REQUIREMENTS:**

- A. The Grantee, using **Attachment B, Payment Request Summary Form**, shall submit reimbursement requests upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. The Grantee may submit invoices no less frequently than quarterly and no more frequently than monthly. Invoices shall be submitted within thirty days following the completion of the invoice period. The Grantee shall submit a final invoice to the Department no later than October 31, 2016, to assure the availability of funds for final payment. An original of the Reimbursement Request Form, with summaries and appropriate contracts attached must be submitted. Reimbursement Request Forms must be signed by the designated authorized representative identified in Part I, Paragraph 10.
- B. As an attachment to the Payment Request Summary Form, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include,

at a minimum, a description of the goods or services purchased, date of the transaction (check date), voucher number (if available), check number, amount paid, and vendor name and must be broken down by task. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. Authorized travel expenses are included in the amount of this Agreement and no additional travel expenses above those included in the allowable items described in Attachment A will be authorized without written approval from FDEP Grant Manager. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

- C. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period described under Part II, Paragraph 4.A (no more frequently than monthly and no less frequently than quarterly). It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months and the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.
  - D. The Grantee shall submit a final Payment Request Package, marking the submittal as the final request pursuant to this Agreement, to the Department no later than October 31, 2016, to assure the availability of funds for final payment. After the Department receives the final Payment Request Package, no additional Requests for Payment will be authorized.
5. **PROOF OF PAYMENT:** In addition to the requirements in the paragraph above, the Department may periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. As described in paragraph 6.B below, the Department shall not reimburse the Grantee for indirect, overhead or general and administrative costs (excluding fringe benefits) under this Agreement. All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and must be in compliance with the laws, rules and regulations applicable to expenditures of state funds. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
6. **EXPENDITURES:**
- A. Allowable costs for reimbursement under this Agreement include:
    - i. Solid waste management program operating costs;
    - ii. Purchasing or repairing solid waste scales;
    - iii. Planning;
    - iv. Construction and maintenance of solid waste facilities;
    - v. Recycling and education programs, which may include solid waste management education for employees or the public and recycling demonstration projects;
    - vi. Litter prevention and control; and
    - vii. Waste tire collection and disposal.
  - B. Prohibited costs for reimbursement under this Agreement include:
    - i. Cell phone expenditures;

- ii. Indirect, overhead or administrative costs (excluding fringe benefits)
  - iii. Promotional items such as T-shirts and other items promoting the program;
  - iv. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement;
  - v. Handling fees such as set percent overages associated with purchasing supplies or equipment;
  - vi. Civil or administrative penalties;
  - vii. Attorney fees or court costs; and
  - viii. Any interest in real property.
  - ix. Grantee recognizes that Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on services or goods purchased under this Agreement. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on Grantee or for any taxes levied on employee's wages.
- C. Specific costs authorized for this Agreement are identified in **Attachment A**.
- D. For payment to subcontractors the following applies: Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. Additionally, independent of the Grantee's contract obligations to the subcontractor, the Department shall not reimburse any of the charges enumerated in paragraph 6.B above. If such costs are charged by a Contractor, the Grantee shall be responsible for paying them from sources other than this Grant.
- E. For fixed price/rate (vendor) subcontracts, the following provisions shall apply:
- i. The Grantee may award, on a competitive basis, fixed price/rate subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price/rate subcontract.
  - ii. The Grantee may request approval from the Department to award a fixed price/rate subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price/rate negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price/rate amount, the Grantee may proceed in finalizing the fixed price/rate subcontract.
  - iii. All subcontracts are subject to the provisions of this Agreement.

7. **PROHIBITION AGAINST COMMINGLING OF FUNDS:**

- A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

8. **DOCUMENT RETENTION AND AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

9. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

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

10. **TERMINATION:**

- A. The Department has the right to terminate a Grant award and demand refund of Grant funds for non-compliance with the terms of the award; Section 403.7095, Florida Statutes; or the Solid Waste Grants, Annual Reports, and Recycling Rule, Chapter 62-716, Florida Administrative Code. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the Grant award. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

11. **FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE:** No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

12. **PERMITS:** The Grantee shall obtain all necessary federal, state and local permits before initiating construction.
13. **ANNUAL APPROPRIATION:** The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.
14. **PUBLIC RECORDS:** This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
15. **PROHIBITION FROM LOBBYING:** Pursuant to Section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency. Further, in accordance with Section 11.062, Florida Statutes, no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
16. **WORKER'S COMPENSATION INSURANCE:** To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. **LIABILITY INSURANCE:** The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
18. **INDEMNIFICATION:** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
19. **CONFLICT OF INTEREST:** The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. **EQUIPMENT:** Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment authorized in Attachment A and purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment F, Property

**Reporting Form**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

21. **SUBCONTRACTING:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, subject to the limitations established in paragraph 6. above. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915. See the following website for assistance:

[http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd)

22. **NONDISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement. [287.134, Florida Statutes]
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. [287.133, Florida Statutes]

24. **HEALTH AND SAFETY REQUIREMENTS:** The Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.
25. **CHANGE ORDERS:** The Department may at any time, by written order designated to be a change order, make any change in the contact information identified in Part I of this Agreement. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
26. **NO ACQUISITION OF REAL PROPERTY:** The acquisition of real property or any interest in real property is not allowed under the terms of this Agreement.
27. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**
- A. Pursuant to Section 255.0991, Florida Statutes, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.
28. **UNAUTHORIZED EMPLOYMENT:** The employment of unauthorized aliens by any Grantee or its contractors ("subcontractors" under this agreement) is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee or a subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
29. **PHYSICAL ACCESS AND INSPECTION:**  
As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:
- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
  - C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
30. **SEVERABILITY:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be

interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. **MODIFICATIONS REQUIRED BY LAW:** The Department reserves the right to revise this Agreement to include additional language required by federal agency(ies) or other sources awarding funding to Department in support of this Agreement; or to include changes necessitated by Department rule changes.
32. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.
33. **HEADINGS:** The headings contained herein are for convenience only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
34. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
35. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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**PART III - OFFER AND ACCEPTANCE**

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the County of Levy for all allowable costs incurred up to and not exceeding \$90,909.

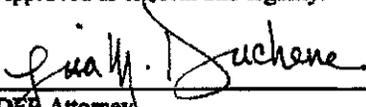
THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

\_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Approved as to form and legality:

  
\_\_\_\_\_  
DEP Attorney

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that they are duly authorized to act on behalf of the recipient county, and (2) the Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

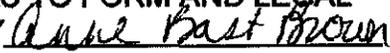
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:

\_\_\_\_\_  
Signature of Authorized Representative  
Name **JOHN WEEKS**  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Date

Please return to:

Department of Environmental Protection  
Division of Waste Management - M.S. #4550  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

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

List of attachments/exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Payment Request Summary Form and Instructions (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

## ATTACHMENT A GRANT WORK PLAN

**Project Title:** Levy County Small County Consolidated Solid Waste Management Grant

**Project Authority:** Levy County (Grantee) received funding from the Florida Legislature in the amount of \$90,909.00, through Specific Appropriation Line Item No.1693, Solid Waste Management Trust Fund, Fiscal Year (FY) 2015-2016, General Appropriations Act. The Grantee meets the threshold for a small county (population under 100,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its solid waste transfer station costs. Authority for this Project is specified in Section 403.7095 Florida Statutes, and Chapter 62-716, Florida Administrative Code. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

**Project Location:** Levy County Solid Waste Landfill, 12051 NE 69<sup>th</sup> Lane, Williston, Florida 32696, Levy County. The household solid waste will be collected from the Levy County Landfill and then transported and disposed of in the New River Solid Waste Association in Union County.

**Project Background:** The Grantee operates a Class III landfill which is limited to the disposal of items that do not require a lined cell, such as yard trash, construction and demolition debris, waste tires, carpet, cardboard, paper, glass, plastic, furniture (other than appliances) and other similar items approved by the Department that are not expected to produce leachate. The Grantee also operates a transfer station for items that do require a lined cell, like general non-hazardous household, commercial, industrial and agricultural waste. Waste received at the transfer station must be transported to New River Solid Waste Association in Union County.

The Grantee needs this funding to help offset these costs because of its small population and limited funding resources.

**Project Description:** The Grantee currently hauls waste from its transfer station to New River Solid Waste Association in Union County utilizing two (2) aging 1999 Summit trailers and one (1) aging 2000 Summit trailer. The grant funding will allow the Grantee to replace one (1) of these trailers with a new SPEC 58 Travis 53' Trailer. Additionally, the Grantee will replace its two (2) aging 2000 Gravley mowers currently used to maintain the landfill, transfer station and recycling facility compound grounds.

### **Tasks and Deliverables:**

#### **Task 1: Equipment Purchases**

**Task Description:** The Grantee utilizes two (2) aging 1999 Summit trailers currently to haul the municipal solid waste (MSW) from its transfer station to New River Solid Waste Association in Union County, a permanent waste site out of the county. The Grantee also has a fleet of four (4) out of service trailers, three (3) of which will be traded in to offset the cost for the new trailer. The estimated cost of the new Travis trailer is approximately \$75,465.00, with the trade-in value of the Grantee's three (3) old trailers being \$37,500.00. The approximate cost of the new Travis trailer, after trade-in, is \$37,965.00.

The landfill is part of a larger facility compound that includes the transfer station and the Grantee's recycling facility. Currently the grounds are maintained by two (2) aging 2000 Gravley mowers. The Grantee plans to purchase two (2) new Pro-Turn 472 35 HP Kawasaki commercial zero turn mowers via the current Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chief's Association state contract. The estimated cost for the replacement mowers is \$22,078.40.

**Deliverables:** Purchase of the equipment as evidenced by: purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased. Completed Attachment F, Property Reporting Form, with invoice copies. Additionally, the Grantee will submit paid fuel invoice(s), mileage log(s), hauling schedules, and proof of payment for any fuels costs associated with landfill vehicles and equipment. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

**Performance Measure:** The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

**Budget:** Allowable costs for this task are not to exceed \$37,965.00 for the purchase of the replacement trailer and \$22,078.40 for the purchase of the two (2) new mowers (Equipment); and \$30,865.60 for fuels costs associated with landfill vehicles and equipment (Miscellaneous/Other Expenses).

**Project Timeline:** The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Equipment Purchases	10/1/2015	9/30/2016	Upon delivery of equipment and purchase of fuel.

**Budget Detail by Task:**

Task No.	Budget Category	Budget Amount
1	Equipment	\$60,043.40
	Miscellaneous/Other Expenses	\$30,865.60
	<b>Total for Task:</b>	<b>\$90,909.00</b>

**Project Budget Summary:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Equipment Total	\$60,043.40
Miscellaneous/Other Expenses Total	\$30,865.60
<b>Total:</b>	<b>\$90,909.00</b>

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**Written authorization for Payment Request Submittal**

Suggested language for Department's Grant Manager to use for Deliverable(s) review and written acceptance (or approval):

*{May be sent via e-mail}*

[Date]

[To: Grantee's Grant Manager]

[From: Department's Grant Manager]

Subject: Grant No. {Agreement #}; {Project Title} – Deliverable(s) Review

I am in receipt of the {Deliverable Title(s)} dated \_\_\_\_\_, received on \_\_\_\_\_ for Task {#} under Grant No. {Agreement #}, have completed my review, and find this/these deliverable(s) acceptable. {Grantee's name} may proceed with payment request submittal for Task {#} costs associated with this/these deliverable(s). This written acceptance should be included with the payment request submittal for these deliverables.

*{If you find deficiencies in submitted deliverables}*

I am in receipt of the {Deliverable Title(s)} dated \_\_\_\_\_, received on \_\_\_\_\_ for Task {#} under Grant No. {Agreement #}, have completed my review, and find the following items that require correction before payment request submittal is allowed for work associated with this/these deliverable(s).

*{Describe items requiring correction: bullets or narrative}*

Please submit the corrected items to me within {#} days *{revise as needed}*.

**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: \_\_\_\_\_ Agreement Effective Dates: \_\_\_\_\_

Grantee: \_\_\_\_\_ Grantee's Grant Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Payment Request No. \_\_\_\_\_ Date of Payment Request: \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

[Effective Date of Grant through End-of-Grant Period]

<b>CATEGORY OF EXPENDITURE</b>	<b>AMOUNT OF THIS REQUEST</b>	<b>TOTAL CUMULATIVE PAYMENT REQUESTS</b>	<b>MATCHING FUNDS FOR THIS REQUEST</b>	<b>TOTAL CUMULATIVE MATCHING FUNDS</b>
Salaries/Wages	\$	\$	\$	\$
Overhead/Indirect/G&A Costs	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Indirect Cost	\$	\$	\$	\$
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Equipment Purchases (if authorized)	\$	\$	\$	\$
Rental/Lease of Equipment	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Land (if authorized)	\$	\$	\$	\$
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	\$		\$	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$	
<b>TOTAL REMAINING IN TASK</b>	\$		\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

**Grantee's Certification of Payment Request**

I, \_\_\_\_\_ ,  
(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of \_\_\_\_\_ , do hereby certify that:  
(Print name of Grantee/Recipient)

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

\_\_\_\_\_  
Grantee's Grant Manager's Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Grantee's Fiscal Agent  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Telephone Number

## INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

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

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

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

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

**DATE OF PAYMENT REQUEST:** This is the date you are submitting the request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

### GRANT EXPENDITURES SUMMARY SECTION:

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

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

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

### NOTES:

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

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

## ATTACHMENT C

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

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

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

- (1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

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

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

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	SC621		
<b>Grantee Name:</b>	Levy County		
<b>Grantee Address:</b>	Post Office Box 1734, Bronson, Florida 32621		
<b>Grantee's Grant Manager:</b>	Benny Jerrels	<b>Telephone No.:</b>	(352) 486-3300
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC621 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

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

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

#### **PART V: RECORD RETENTION**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT -- 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	Funding Source Description or CSFA Title	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act, Line Item 1693, Solid Waste Management Trust Fund	2015-2016	37.012	Small County Consolidated Grants	\$90,909	140134

<b>Total Award</b>					<b>\$90,909</b>
--------------------	--	--	--	--	-----------------

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



**Levy County Board of County Commissioners**

**Agenda Item Summary**

1. **NAME/ORGANIZATION/TELEPHONE:**

FRED MOODY, COUNTY COORDINATOR 486-5218

2. **MEETING DATE:**

6/7/2016

3. **REQUESTED MOTION/ACTION:**

Request for Appropriation for Fiscal Year 2016-17 for Annual monitoring of Hazardous Waste Generators.

4. **Agenda Presentation**

**Time Requested:** \_\_\_\_\_

(Request will be granted if possible)

**ALLOTTED TIME NOT  
MORE THAN 15 MINUTES**

5. **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

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

Request for an appropriation of \$16,500 for Fiscal Year 2016-17 in order for the North Central Florida Regional Planning Council to conduct annual monitoring of hazardous waste generators located in the County.

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED**

7. **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 ___ No	Yes ___ No

8. **COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:



Serving  
Alachua • Bradford  
Columbia • Dixie • Gilchrist  
Hamilton • Lafayette • Levy • Madison  
Marion • Suwannee • Taylor • Union Counties

---

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 27, 2016

Mr. Fred Moody, County Coordinator  
Levy County  
P.O. Box 310  
Bronson, FL 32621-0310

RE: Request for Appropriation for Fiscal Year 2016-17  
Annual Monitoring of Hazardous Waste Generators

Dear Fred:

This letter is a request for an appropriation of \$16,500 for Fiscal Year 2016-17 in order for the Council to conduct annual monitoring of hazardous waste generators located in the County. The County is responsible for funding this state-mandated program from general county revenue.

These funds will be used by the Council to complete the monitoring of 20 percent of the sites located within the County to ensure that the facilities are meeting state and federal requirements concerning the disposal of hazardous waste.

**This letter does not constitute an invoice for payment. An invoice requesting payment of this amount will be sent to the County after October 1, 2016.**

If you have any questions concerning this matter, please do not hesitate to contact Dwayne Mundy, Public Safety and Regulatory Compliance Program Director at 352.955.2200, ext. 108.

Sincerely,

Scott R. Koons, AICP  
Executive Director

xc: Honorable Danny J. Shipp, County Clerk

o:\acctng\dues 17\fy16-17 hazwaste appropriation.docx

Dedicated to improving the quality of life of the Region's citizens,  
by coordinating growth management, protecting regional resources,  
promoting economic development and providing technical services to local governments.

**Levy County Board of County Commissioners**

**1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**

Transportation/Connie Conley/Director

**2. MEETING DATE:**

June 7, 2016

**3. REQUESTED MOTION/ACTION:**

Board Approval and signature on FTA Fiscal Year 2016 Certifications and Assurances

**4. AGENDA**

Presentation  
time requested

\_\_\_\_\_ minutes

(Request will be granted if

**4. Is this item budgeted (if applicable)?:** Yes \_\_\_ No \_\_\_ *If No, state action required*

Budget Action: None Required

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)**

Certifications and Assurances for current fiscal year 2016 must be on file with Florida Department of Transportation for Federal assistance awarded by FTA and affirming that all categories selected will be complied with by Levy County Board of County Commissioners as the Applicant.

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

DEPARTMENT DIRECTOR  YES <input checked="" type="checkbox"/> NO ___	OTHER  YES ___ NO ___	OTHER  YES ___ NO ___	OTHER  YES ___ NO ___	COUNTY ATTORNEY  YES <input checked="" type="checkbox"/> NO ___	COUNTY COORDINATOR  YES ___ NO ___

**7. COMMISSION ACTION:**

\_\_\_ APPROVED

\_\_\_ DENIED

\_\_\_ DEFERRED      DATE TO BRING BACK:

\_\_\_ OTHER      SPECIFY:

**FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Levy County a Political Subdivision of the State of Florida

Name and Relationship of the Authorized Representative: Chair, Levy Board of County Commissioners

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name John Meeks, Board Chairman  
Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): Levy County, a political subdivision of the State of Florida

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Anne Bast Brown Date: 5/9/2016

Name Anne Bast Brown  
Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*