Levy County Board of County Commissioners
Agenda Item Summary

1. *DEPARTMENT MAKING REQUEST/NAME/EXTENSION:*	2. *MEETING DATE:*
JACQUELINE MARTIN, HUMAN RESOURCE MANAGER	July 5, 2016

3. *REQUESTED MOTION/ACTION:*

Request a motion to set health insurance premiums paid by the Board for employees' coverage (s) for Fiscal Year 2016-17

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

RATES ATTACHED REFLECT OVERALL INCREASE OF 6.1%

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 BOCC — Overall Increase — 6.1%

Sample Group Health Rates - $1,000,000 Surplus Release

Medical - PRM Plan PPO 0702

Coverage	Active Rates Current	Active Rates Proposed 10/1/2016	COBRA Proposed 10/1/2016	Reduced Retiree Current	Reduced Retiree Proposed 10/1/2016
EE	$921.92	$978.52	$998.09	$682.44	$724.34
Additional for Spouse	$824.70	$875.32	$892.82	$577.28	$612.72
Additional for Child	$719.68	$763.86	$779.13		
Additional for Family	$900.96	$956.26	$975.38		

Medical - PRM Plan BlueOptions 03748

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$880.88	$934.96	$953.65	$652.06	$692.08
Additional for Spouse	$788.00	$836.38	$853.10	$551.60	$585.46
Additional for Child	$687.66	$729.88	$744.47		
Additional for Family	$860.86	$913.70	$931.97		

Medical - PRM Plan HMO 55

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$825.50	$876.48	$893.70	$609.08	$646.46
Additional for Spouse	$738.46	$783.80	$799.47	$516.92	$548.64
Additional for Child	$644.38	$683.94	$697.61		
Additional for Family	$806.72	$856.24	$873.36		

Medical - PRM Plan HMO 59

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$801.22	$850.40	$867.40	$593.08	$629.48
Additional for Spouse	$738.00	$783.30	$798.96	$516.60	$548.30
Additional for Child	$644.08	$683.62	$697.29		
Additional for Family	$806.28	$855.78	$872.89		

Medical - PRM Plan PPO 0727

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$776.98	$824.68	$841.17	$575.12	$610.42
Additional for Spouse	$737.62	$782.90	$798.55	$516.32	$548.02
Additional for Child	$643.76	$683.28	$696.94		
Additional for Family	$805.86	$855.32	$872.42		

Medical - PRM Plan BlueOptions 05168/05169

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$755.32	$801.68	$817.71	$559.10	$593.42
Additional for Spouse	$675.66	$717.14	$731.48	$472.96	$501.98
Additional for Child	$589.62	$625.82	$638.33		
Additional for Family	$738.16	$783.48	$799.14		

Medical - PRM Plan BlueOptions 03559

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$746.46	$792.28	$808.12	$552.56	$586.48
Additional for Spouse	$667.74	$708.72	$722.89	$467.42	$496.10
Additional for Child	$582.70	$618.46	$630.82		
Additional for Family	$729.48	$774.26	$789.74		

Medical - PRM Plan BlueOptions 03359

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$726.84	$771.46	$786.88	$538.00	$571.02
Additional for Spouse	$650.20	$690.12	$703.92	$455.12	$483.06
Additional for Child	$567.38	$602.20	$614.24		
Additional for Family	$710.30	$753.90	$768.97		

Medical - PRM Plan BlueOptions 05360

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$703.70	$746.90	$761.83	$520.88	$552.86
Additional for Spouse	$629.48	$668.12	$681.48	$440.62	$467.66
Additional for Child	$549.34	$583.06	$594.72		
Additional for Family	$687.68	$729.90	$744.49		

Medical - PRM Plan BlueOptions 05901

Coverage	Current	Proposed 10/1/2016	Proposed 10/1/2016	Current	Proposed 10/1/2016
EE	$610.66	$648.14	$661.10	$452.02	$479.76
Additional for Spouse	$546.26	$579.80	$591.39	$382.38	$405.84
Additional for Child	$476.68	$505.94	$516.05		
Additional for Family	$596.76	$633.40	$646.06		

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:	2. MEETING DATE:
LEVY COUNTY TRANSIT/CONNIE CONLEY-DIRECTOR	July 5, 2016

3. REQUESTED MOTION/ACTION:

Requesting Board approval on Resolution 2016-031 and approval of 2016/2017 Transportation Disadvantaged Trip & Equipment Grant

4. Agenda Presentation Time Requested:_____ (Request will be granted if possible) ALLOTED 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)

Resolution 2016-031 authorizing execution of the Transportation Disadvantaged Trip & Equipment Grant and Grant Agreement for the funding period of July 2016 thru June 30, 2017. Grant amount of $474,013.00 with $41,915.00 local match. This is a 90/10 grant. Match is budgeted for FY 2017.

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 X NO	YES__ NO	YES__ NO	YES__ NO	YES X NO	YES__ NO

8. COMMISSION ACTION:

__ APPROVED

__ DENIED

__ DEFERRED DATE TO BRING BACK:

__ OTHER SPECIFY:

RESOLUTION
2016-031

A RESOLUTION OF LEVY COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A TRANSPORTATION DISADVANTAGED TRUST FUND GRANT TRIP & EQUIPMENT GRANT AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED.

WHEREAS, the Board of County Commissioners of Levy County, Florida ("the Board") has the authority to enter into a Trip & Equipment Grant Agreement with the Florida Commission for the Transportation Disadvantaged for the State fiscal year 2016-2017 ("Grant Agreement") and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, the Board hereby authorizes the execution of a Grant Agreement with the Florida Commission for the Transportation Disadvantaged;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The Board has the authority to enter into the Grant Agreement.

2. The Board authorizes the Chair of the Board to execute the Grant Agreement on behalf of the Board and file it with the Florida Commission for the Transportation Disadvantaged.

3. The Board authorizes the Chair of the Board to sign any and all agreements or contracts which are required in connection with the Grant Agreement.

4. The Chair serves as the Registered Agent for the Board. The Chair's address is P. O. Box 310, 355 South Court Street, Bronson, Florida, 32621.

5. The Board authorizes the County Coordinator and/or the Transportation Department Director or either of their designees to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the Grant Agreement or subsequent agreements.

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

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

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

John Meeks, Chairman

Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney

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LR2016-050

SAMAS Approp:	108846	Fund:	TDTF	FM/Job No(s).:	43202718401/43202818401
SAMAS Obj.:	750074	Function:	035	CSFA No.	55.001
Org Code:	55 12 00 00 952	Contract No.:	G0B75	Vendor No.:	59-6000717

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Levy County Board of County Commissioners, Post Office Drawer 310, Bronson, Florida, 32621, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment, and as further described in this Agreement and in Exhibit(s) A, B, and C, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Grantee: The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant.

2.60 Monitoring and Evaluation: The law provides that each local coordinating board annually evaluate the performance of the Grantee using evaluation criteria approved by the Commission. A copy of the evaluation report will be given to the designated official planning agency and the Commission. The Grantee must fully cooperate with the local coordinating board in the performance of its duties. The Grantee shall submit to the local coordinating board such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate with, or to provide such documents or other products to the local coordinating board may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

3.00 Total Project Cost: The total estimated cost of the Project is $474,013.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $426,612.00 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 Eligible Costs: Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Article 16.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

4.40 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account."

The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges

The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

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

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.

   b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

      i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

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

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us	State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us

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

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

7.70 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

7.71 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

7.72 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

7.73 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

7.74 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

8.12 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.13 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2017.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2 and 60A-1, Florida Administrative Code, and the Program Manual for the Trip and Equipment Grant is met.

8.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

9.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this Paragraph, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project

activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the Grantee or its contractors to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

14.70 Purchased Vehicles or Equipment:

14.71 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

14.72 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

14.73 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

14.74 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

15.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages

arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

16.00 Appropriation of Funds:

16.10 The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

17.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2017. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2017.

18.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

19.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

20.00 Vendors and Subcontractors Rights:

20.10 Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

20.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

21.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G0B75
AGREEMENT DATE	

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE: LEVY COUNTY BOARD OF COUNTY COMMISSIONERS	**COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**
BY:_____	**BY:**_____
TITLE:_____	**TITLE:** **Executive Director (Commission Designee)**

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

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G0B75
AGREEMENT DATE	

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Levy County Board of County Commissioners, Post Office Drawer 310, Bronson, Florida, 32621.

PROJECT LOCATION: Levy County (ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. Capital equipment will consist of:

None.

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G0B75
AGREEMENT DATE	

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Levy County Board of County Commissioners, Post Office Drawer 310, Bronson, Florida, 32621.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2017.

Non-sponsored Trips	$	473,999.00	FM# 43202718401
Voluntary Dollar		14.00	FM# 43202818401
TOTAL	$	474,013.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$377,234.00
Local Cash Funds	$41,915.00
2016-17 Legislative Proviso Funds	$49,365.00
Local Cash Funds for 2016-17 Legislative Proviso Funds	$5,485.00
Voluntary Dollar Contributions	$13.00
Monetary Value of In-Kind Match	$1.00
Total Project Cost	**$474,013.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 16/17												
Trips	35,573	35,549	35,549	35,549	35,549	35,549	35,549	35,549	35,549	35,549	35,549	35,549
Capital												

TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: Levy County Board of County Commissioners
EFFECTIVE DATE: _____

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT $
Ambulatory	Passenger Mile	1.23
Wheelchair	Passenger Mile	2.11

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G0B75
AGREEMENT DATE	

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP AND EQUIPMENT GRANT PROGRAM
CSFA Number:	55.001
***Award Amount:**	$ 426,612.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

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

State Project Compliance Requirements for CSFA Number 55.001 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

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

Levy County Board of County Commissioners
Agenda Item Summary

1. *DEPARTMENT MAKING REQUEST/NAME/EXTENSION:* Planning- SHIP

2. *MEETING DATE:* July 5, 2016

3. *REQUESTED MOTION/ACTION:*

A motion to approve Deferred Payment Loan Agreement Ethan Cummings- PA #535 for an existing unit in Williston, FL 32696

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

BUDGET ACTION: NONE

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)*

A motion to approve Deferred Payment Loan Agreement for Ethan Cummings- PA #535 in the amount of **$14,880.00** for an existing unit in Williston, FL 32696 property address 265 W Country Club Drive, Williston.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES X NO	YES __ NO	YES __ NO	YES __ NO	YES X NO	YES __ NO
				AHB 10-20-16	

7. *COMMISSION ACTION:*

__ APPROVED

__ DENIED

__ DEFERRED DATE TO BRING BACK:

__ OTHER SPECIFY:

a. Owner must continue to own the property and not transfer any of Owner's interest in the property for a minimum of ten (10) years from the date of execution of this Agreement by all parties to this Agreement (hereinafter "the Effective Date").

b. Owner must occupy, establish and use the property as Owner's principal residence and continue to occupy said property for ten (10) years after the Effective Date.

c. Owner must maintain the residence in conformance with all local building, zoning and other applicable ordinances or codes for ten (10) years beginning with the Effective Date.

4. County agrees to forgive the DPL after ten (10) years from the Effective Date; provided that all of the following requirements have been met: (a) the home located on the property remains occupied by Owner for such ten (10) year period; (b) Owner has continued to own the property and no interest in the property of Owner has been transferred during such ten (10) year period; and (c) Owner honors all requirements of this Agreement, of any promissory note provided by Owner to County in connection with the DPL or with the property, and of any mortgage entered into by Owner for the benefit of County that uses the property as security for the DPL or for any such promissory note.

5. If Owner violates this Agreement by selling the property or by the transferring of any of Owner's interest in the property by whatever means, prior to the expiration of the ten (10) year period provided in this Agreement, then the DPL principal amount shall be recaptured and the entire principal of the DPL shall be due within thirty (30) days of the date of the sale of the property by Owner, or within thirty (30) days of the date of transfer of any of Owner's interest in the property, whichever is applicable, and such amount shall be returned to County within such thirty (30) days. If Owner fails to occupy the home located on the property as Owner's primary residence prior to the expiration of the ten (10) year period provided in this Agreement, the entire DPL principal amount shall be due within thirty (30) days from the date that Owner fails to occupy the home located on the property as Owner's primary residence.

6. In the event that Owner is cited for violation of any local building, zoning or other ordinance or code, County will notify Owner to correct such violation(s) within thirty (30) days. If Owner does not correct such violation(s) within the time period stated, County will notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to Owner, Owner shall be required to pay County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If Owner continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.

7. The entire principal amount of the DPL will be due and payable immediately if Owner is found to have given materially false or inaccurate information or statements to County (or failed to provide County with any material information) in connection with the DPL or the DPL application, including, but not limited to, representations concerning (i) Owner's occupancy

for the full replacement value of such improvements and shall be kept in force during the ten (10) year term beginning on the Effective Date.

BY SIGNING BELOW, Owner and County accept and agree to the terms and covenants contained in this Deferred Payment Loan Agreement.

Ethan J. Ahmed Cummings
Owner

Robert L. Krumm Sr.
Witness Print Name: Robert L Krumm SR.

Natalie Kenya
Witness Print Name: 6/9/16

Kenya Sabeiner Cummings
Owner

Robert L. Krumm Sr.
Witness Print Name: Robert L. Krumm SR.

Natalie Kenya
Witness Print Name: 6/9/16

STATE OF FLORIDA
COUNTY OF LEVY

Before me, the undersigned authority, this 9th day of JUNE, 20 16, personally appeared ETHAN & KENYA who acknowledge(s) before me that They (he/she/they) freely and voluntarily executed this Agreement for the purposes therein expressed.

Robert L. Krumm Sr.
Signature of Notary Public
(STAMP)

ROBERT L. KRUMM, SR.
MY COMMISSION # FF 914521
EXPIRES: December 30, 2019
Bonded Thru Notary Public Underwriters

Personally known _____ or Produced I.D. ✓
Type of identification produced B. L.

Attest:

Danny J. Shipp, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

JOHN MEEKS, Chairman

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. *Department Making Request/Name/Extension:*	2. *Meeting Date:*
Road/Bridge- Alice LaLonde x3358	7/5/16

3. *Requested Motion/Action:*

Request permission to advertise for bid the yearly operating supplies for the Levy County Road Department.

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

Budget Action:

Financial Impact Summary Statement:

Detailed analysis attached?: Yes__ No__ Budget Officer Approval _____ Date

5. *Background: (Why is the action necessary, and What action will be accomplished)*

Items for Bid:

- Asphalt S I, Asphalt S III and Type "C" Colmix
- Galvanized Culvert Pipe
- Emulsion Prime (Tar)
- Motor Oil
- Porta Potty
- Safety Items
- Sign Materials
- SOD
- Stripping

6. *Recommended Approval And Date (Yes & No Block Indicate if Approval is/is not Required)*

Department Director	Other	Other	Other	County Attorney	County Coordinator
Yes__ No	Yes__ No	Yes__ No	Yes__ No	Yes X No	Yes__ No

7. *Commission Action:*

__ Approved

__ Denied

__ Deferred Date to Bring Back:

__ Other Specify:

INVITATION TO BID

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, hereby calls for and request sealed bids for:

Asphalt
Emulsion Prime-Tar
Galvanized Culvert Pipe
Motor Oils
Porta Potty
Safety Materials
Sign Materials
Sod
Striping

The period beginning October 1, 2016 and ending September 30, 2017. Sealed bids will be received at the office of the Levy County Road Department located at 620 North Hathaway Avenue, Bronson, Florida 32621, until 2:00 P.M. on **AUGUST 08, 2016.**

Detailed information and specifications on the above may be obtained by contacting the LEVY COUNTY ROAD DEPARTMENT, POST OFFICE BOX 336, BRONSON, FLORIDA 32621. PHONE (352)486-5124.

DONE AND ORDERED BY THE BOARD OF COUNTY COMMISSIONERS IN OPEN SESSION, THIS 5th DAY OF JULY A.D., 2016.

THE BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA.

BY: _____
JOHN MEEKS, CHAIRMAN

ATTEST:

_____
DANNY J. SHIPP, CLERK OF COURT

(SEAL)

Levy County Board of County Commissioners
Agenda Item Summary

1. *Department Making Request/Name/Extension:*	2. *Meeting Date:*
Road/Bridge- Alice LaLonde x3358	7/5/16

3. *Requested Motion/Action:*

Request approval of Resolution 2016-041 repealing a resolution recorded in OR 241 PG 213 in the official records of Levy County, FL repealing weight limit (10 tons) on CR 40 from US HWY 19E to the Levy County/Marion CO Line

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

Budget Action:

Financial Impact Summary Statement:

Detailed analysis attached?: Yes__ No__ Budget Officer Approval _____ Date

5. *Background: (Why is the action necessary, and What action will be accomplished)*

On December 18, 1984, The Levy County Board of County Commissioners adopted a resolution establishing a weight limit of 10 tons on CR 40 from US 19 East to the County Line and recorded in Official Record Book 241 Page 213 in Levy County, FL. We are requesting approval of Resolution 2016-041 to repeal the weight limit.

6. *Recommended Approval And Date (Yes & No Block Indicate if Approval is/is not Required)*

Department Director	Other	Other	Other	County Attorney	County Coordinator
Yes__ No	Yes__ No	Yes__ No	Yes__ No	Yes X No	Yes__ No

7. *Commission Action:*

__ Approved

__ Denied

__ Deferred Date to Bring Back:

__ Other Specify:

RESOLUTION
NUMBER 2016 - 041

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, REPEALING A RESOLUTION RECORDED IN O.R. BOOK 241, PAGE 213, OF THE OFFICIAL RECORDS OF LEVY COUNTY, FLORIDA, THEREBY REPEALING WEIGHT LIMIT ON COUNTY ROAD 40 FROM U.S. HIGHWAY 19 EAST TO THE LEVY COUNTY/MARION COUNTY LINE.

RECITALS

WHEREAS, on December 18, 1984, the Board of County Commissioners ("Board") adopted a Resolution establishing a weight limit of 10 tons on County Road 40 from U.S. Highway 19 eastward to the County line and directing that signs indicating such weight limit be posted along County Road 40, which resolution was recorded at O.R. Book 241, Page 213, of the Official Records of Levy County, Florida ("1984 Resolution"); and

WHEREAS, since the adoption of the 1984 Resolution, improvements have been made to County Road 40 from U.S. Highway 19 eastward to the Levy County/Marion County line that eliminate the threat of damage to County Road 40 from commercial trucks bearing heavy loads; and

WHEREAS, the Board finds it is in the best interest of the public to repeal the 1984 Resolution and eliminate the weight limits on County Road 40 imposed by the 1984 Resolution;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, of Levy County, Florida that:

1. The 1984 Resolution recorded at O.R. Book 241, Page 213, of the Official Records of Levy County, Florida, establishing a weight limit of 10 tons on County Road 40 from U.S. Highway 19 eastward to the Levy County line is hereby repealed and of no further force and effect.

2. Signs indicating the weight limit imposed by the 1984 Resolution which have been posted along County Road 40 as directed in the 1984 Resolution shall be removed upon adoption of this Resolution.

PASSED AND DULY ADOPTED this 5th day of July, 2016.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

_____
John Meeks, Chair

ATTEST: Danny J. Shipp, Clerk
Of Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

_____
Danny J. Shipp, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Anne Bast Brown, County Attorney

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LR2004-50

LR2004-50

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RESOLUTION

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, is charged with the duty to maintain county roads and highways; and

WHEREAS, the BOARD has the lawful authority to reasonably limit the weights of vehicles upon county roads and highways; and

WHEREAS, it has come to the attention of the BOARD that County Road 40 from U. S. 19 east to the county line is experiencing heavy traffic from large commercial trucks bearing heavy loads and that such traffic is seriously damaging said road.

NOW, THEREFORE, Be It Resolved that there shall be a gross weight limit of 10 tons on County Road 40 from U.S. 19 east to the county line and signs indicating said weight limit shall be posted at conspicuous places at terminals of all intermediate cross-roads and road junctions with the section of County Road 40 to which the weight limits apply.

ADOPTED in regular session this 18th day of December, 1984.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

By _____
Chairman

Attest: _____
Clerk

INDEXED

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FILED

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DOUGLAS M. MURRAY
CLERK OF CIRCUIT COURT
LEVY COUNTY, FLORIDA

COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

GOVERNMENT
SERVING
CITIZENS

John Meeks	Rock Meeks	Mike Joyner	Lilly Rooks	Danny Stevens
District 1	District 2	District 3	District 4	District 5

AGENDA

Public Safety Director Interviews

July 5, 2016

2:00 p.m. –Lamar Stegall

2:20 p.m. – Wayne Watts, Jr

2:40 p.m. –Larry Taylor

3:00 p.m. – James Harrell

3:20 a.m. – James Campbell

Public Comments
-Issues related to Agenda items
-Complete public comment form and submit to clerk
-State your full name and address
-Discussion must be limited to a maximum of three (3) minutes per person

P.O. Box 310 Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
e-mail: levybocc@levycounty.org Website: Levycounty.org

Levy County Board of County Commissioners
Agenda Item Summary

1. *Department Making Request/Name/Extension:*	2. *Meeting Date:*
Jacqueline Martin, Human Resource Manager	July 5, 2016

3. *Requested Motion/Action:*

Interviews for Public Safety Director position

4. *Is this item budgeted (if applicable) ?:* *Yes___ No___ If No, state action required*

Budget Action:

Financial Impact Summary Statement:

Detailed analysis attached?: Yes___ No___ Budget Officer Approval_____ Date

5. *Background: (Why is the action necessary, and What action will be accomplished)*

2:00 - Lamar Stegall

2:20 - Wayne Watts, Jr.

2:40 - Larry Taylor

3:00 - James Harrell

3:20 - James Campbell

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: