

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

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

ROAD/BRIDGE- ALICE LALONDE X3358

**2. MEETING DATE:**

8/2/16

**3. REQUESTED MOTION/ACTION:**

Approve Resolution 2016-046 Authorizing the executing of a local agency program agreement with FDOT for project management of design phase of sidewalk along CR 32 (AKA NE 90<sup>th</sup> ST) from C337 (AKA Court ST) to SR 24 in Levy County, FL

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes\_\_ No\_\_ BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

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

Requesting approval of Resolution 2016-011 to enter into agreement with FDOT providing for DOT funding for County's object management of design phase of CR 32 consisting of a sidewalk from CR337 (AKA Court Street) to SR 24 under Financial Project No. 433995-2-38-02. (Local Agency Program) a.k.a. LAP Agreement.

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

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

**7. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



**RESOLUTION  
2016-046**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR PROJECT MANAGEMENT OF DESIGN PHASE OF SIDEWALK ALONG CR 32 AKA NE 90<sup>TH</sup> STREET FROM CR 337 AKA COURT STREET TO SR 24, IN LEVY COUNTY, FLORIDA.**

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

**WHEREAS**, the Board desires to enter into an agreement with DOT providing for DOT funding for County's project management of design phase of CR 32 consisting of a sidewalk from CR 337 a/k/a Court Street to SR 24, under Financial Project No. 433995-2-38-02.

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

1. The Local Agency Program Agreement with DOT for project management of design phase of a sidewalk along CR 32 a/k/a NE 90<sup>th</sup> Street, specifically from CR 337 a/k/a Court Street to SR 24, Financial Project No. 433995-2-38-02 ("the Agreement"), is hereby approved.
2. The Chair of the Board of County Commissioners of Levy County is authorized to execute the Agreement, and any addendums and amendments thereto.
3. The County Coordinator, or his designee, is authorized to sign any and all assurances, certifications, and reimbursement invoices, or other documentation which may be required in connection with the Agreement.

**DULY PASSED AND ADOPTED THIS 2<sup>nd</sup> day of August, 2016.**



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

\_\_\_\_\_  
John Meeks, Chairman

ATTEST:  
Clerk of the 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*  
\_\_\_\_\_  
Anne Bast Brown, County Attorney

z:\res\endorse\_delivery\_cr 32 sidewalk project  
LR2013-033





**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JIM BOXOLD  
SECRETARY**

July 6, 2016

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

RECEIVED JUL 12 2016  
*Legal*

**Subject: LOCAL AGENCY PROGRAM AGREEMENT  
CR 32 (NE 90<sup>th</sup> St)  
From CR 337 (CT St) to SR 24  
Financial Project ID: 433995-2-38-02**

Dear Mr. Moody:

Enclosed are two (2) copies of the Local Agency Program Agreement for the subject project. The Agreement details the work that Levy County will undertake.

Please do not date the Agreement, as other approvals must be secured prior to establishing the execution date. In addition to executing the attached Agreement a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Element Engineering has been assigned to assist your agency with the design, development of the bid package and bringing a contractor onboard. Your agency is responsible for managing the assigned consultant. Funding is allocated in the LAP Agreement to support your oversight and project management.

Your assistance in securing execution as soon as possible is appreciated. Please return the LAP Agreement executed by an authorized representative of your agency and a certified resolution by **December 31, 2016**. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7823.

Sincerely,

William D. Cerlanek  
District Two Program Administration Engineer

WC:fm  
Enclosures

CC: Ms. Alice LaLonde, Office Manager Road Department



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FPN: 433995-2-38-02 Fund: TALT FLAIR Approp: \_\_\_\_\_  
Federal No: \_\_\_\_\_ Org Code: 55023010248 FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Approp: \_\_\_\_\_  
Federal No: \_\_\_\_\_ Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Approp: \_\_\_\_\_  
Federal No: \_\_\_\_\_ Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

County No: 34 Contract No: \_\_\_\_\_ Vendor No: F596000717045  
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 082643511  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Levy County ("Agency").

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

1. **Authority:** The Agency, by Resolution No. 2016-046 dated the 2nd day of August, 2016, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in project management of design phase of sidewalk on CR 32 (NE 90<sup>th</sup> St) from CR 337 (CT St) to SR 24, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Agency agrees to complete the Project on or before 12/31/2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - A. The total cost of the Project is \$ 15,000.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
  - B. The Department agrees to participate in the Project cost up to the maximum amount of \$ 15,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
  - C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;



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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.



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

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

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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



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

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;



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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.



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H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. **Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.



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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including



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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.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

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

9. **Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) 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 a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon



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the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the



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Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."



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

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

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

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

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

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

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

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.



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**16. Miscellaneous Provisions:**

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, 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.
- E. By execution of the Agreement, the Agency 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 application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,



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continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will maintain the improvements made for their useful life.  will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii.  If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.



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- iv.  An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii.  This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*



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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY LEVY COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: JOHN MEEKS  
Title: CHAIRMAN

By: \_\_\_\_\_  
Name: Greg Evans  
Title: District 2 Secretary

Attest: \_\_\_\_\_  
Title:

Legal Review:  
\_\_\_\_\_

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



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**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$15,000.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>



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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 433995-2-38-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Levy County

**PROJECT LOCATION:**

The project is on the National Highway System.

The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 1.110 miles, mile post 1.444 to 2.554

**PROJECT DESCRIPTION:** Project management of design phase of sidewalk on CR 32 (NE 90<sup>th</sup> St) from CR 337 (CT ST) to SR 24

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency will provide project management of a design contract that has been procured by the Department.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by n/a.
- b) Design to be completed by 12/31/2018.
- c) Right-of-Way requirements identified and provided to the Department by 12/31/2017.
- d) Right-of-Way to be certified by 12/31/2018.
- e) Construction contract to be let by n/a.
- f) Construction to be completed by n/a.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** Levy County will provide project management of a design contract that has been procured by the Department.



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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Levy County P.O. Box 310 Bronson, FL 32621	FPN: 433995-2-38-02
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
<b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
<b>Design - 38</b> FY: 2016-2017 FY: FY:	<u>15,000.00</u> _____ _____	_____ _____ _____	_____ _____ _____	<u>15,000.00</u> _____ _____
Total Design Cost		15,000.00		15,000.00
<b>Right-of-Way - 48</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
<b>Construction-58</b> FY: FY: FY: FY:	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Construction Cost				
<b>Construction Engineering and Inspection (CEI) - 68</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost				
<b>Operations - 88</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
<b>TOTAL COST OF THE PROJECT</b>		15,000.00		15,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.



**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or*



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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



## LOCAL AGENCY PROGRAM ADDENDUM

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

### -RECITALS-

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program ("LAP") Agreement; and
2. This Addendum shall be merged into and made part of the Local Agency Program ("LAP") Agreement and both documents shall be collectively referred to as the "Agreement";
3. The LAP Agreement was funded via Transportation Alternative funds appropriated by the Legislature pursuant to Section 339.2818, Florida Statutes; and
4. Simultaneously with the execution of this Addendum – Local Agency Program ("LAP") Agreement shall be executed; and
5. In the event of any conflict or inconsistency between the LAP Agreement and this Addendum, the provisions of this Addendum shall control; and
6. All other terms and conditions of the LAP Agreement shall remain unchanged unless otherwise stated in this Addendum.

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

#### 1. RECITALS

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

#### 2. PURPOSE OF ADDENDUM AND EXPLANATION OF FUNDING

A. The Parties agree that the sole purpose of this Addendum is to replace Page 11, section 15B "Liability Insurance" with the following language:

The Recipient shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement and meeting all coverages and requirements set forth in this section. In the alternative to carrying such Commercial General Liability insurance itself, at its option, Recipient shall cause its contractor or consultant to carry such Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement and meeting all coverages and requirements set forth in this section. In the event Recipient elects to cause its contractor or consultant to carry such Commercial General Liability insurance, then, notwithstanding any other provisions in this Agreement to the contrary, Recipient's responsibility under this section shall be limited to contractually requiring its contractor or consultant to carry such Commercial General Liability insurance, monitoring such contractor's or consultant's compliance with the contractual



obligations, and pursuing enforcement of such contractual obligations in the event of the contractor's or consultant's failure to meet the obligations. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. In the event the Recipient elects to require its contractor or consultant to provide the insurance required in this section, the Recipient shall specifically include a provision in the its contract with the contractor or consultant requiring the same, as the case may be, to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible, at the sole cost of the Recipient or the contractor or consultant, as the case may be. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to the final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein as well as the appropriate endorsement naming the Department as an additional insured. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein or to require a contractor or consultant to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.



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

**Florida Department of Transportation**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attest:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Legal Review:**

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

Office of the General Counsel  
Florida Department of Transportation

**Levy County**

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

Printed Name: JOHN MEERS

Title: CHAIRMAN

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

**Attest:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Legal Review:**

By: Anne East Brown  
Legal Counsel for Recipient



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

1. *NAME/ORGANIZATION/TELEPHONE:*

DARIN REMINGTON, DIRECTOR OF IT

2. *MEETING DATE:*

8/2/2016

3. *REQUESTED MOTION/ACTION:*

Discuss County internet proposal.

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)*

Discuss County internet proposal.

**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:



**REGULAR MEETING  
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
JUNE 7, 2016**

The Regular Meeting of the Board of Levy County Commissioners was held on June 7, 2016 at 9:00 A.M. in the Levy County Board of County Commissioners meeting room with the following Commissioners present:

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

Also present were:

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

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

**EXPENDITURES**

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

<b>CHECK NUMBER</b>	<b>123830-124021</b>
<b>FUND</b>	<b>AMOUNT</b>
GENERAL REVENUE	1,524,129.38
ROAD	61,144.47
SHIP	327.59
PAL LIBRARY	2,511.35
MOSQUITO CONTROL	4,582.78
COURT TECH/CRIM PREV	11,088.12
TRANSPORTATION	14,264.99
911	12,560.17
COURT FACILITIES	21.00
EMS	30,220.73
FIRE	17,213.49
TOURIST DEVELOPMENT	2,833.26
UTILITIES	68,079.34
ADD COURT COSTS	3,144.79
IMPACT FEES - PARKS	163.07
LANDFILL	44,526.02
<b>TOTAL</b>	<b>\$ 1,796,810.55</b>

**MINUTES**

The minutes for the Regular Board meetings held on April 19, 2016 and May 3, 2016 were presented for Board approval.

Comm. Rock Meeks made a motion to approve the minutes for the Regular Board meeting held on April 19, 2016 as presented. Second was made by Comm. Stevens and the MOTION CARRIES.

Comm. Rock Meeks made a motion to approve the minutes for the Regular Board meeting held on May 3, 2016 as presented. Second was made by Comm. Joyner and the MOTION CARRIES.

DRAFT



### **SHIP**

Atty. Norm Fugate requested on behalf of Roberta Owens Board approval for the partial release of lots 15 and 16 from the SHIP Rehab mortgage to Levy County Commissioners dated November 13, 2008.

Mr. Fugate requested on behalf of Robert Owens Board approval of the partial release of lots 15 and 16 from the SHIP Rehab mortgage to the Levy County Commissioners dated November 13, 2008. Mr. Fugate explained Ms. Owens currently owns four lots and has a home on two of them in which she resides. She wishes to sell the other two.

Comm. Joyner made a motion to approve the partial release of 15 and 16 from the SHIP Rehab mortgage as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

### **PUBLIC HEARING**

Anne Bast Brown, County Attorney

Requesting Board approval to adopt Ordinance 2016-02 amending the Impact Fee Ordinance, limiting applicability of Road Impact Fees to unincorporated areas of the County.

Atty. Brown requested Board approval to adopt Ordinance 2016-02 amending the Impact Fee Ordinance, limiting applicability of Road Impact Fees to unincorporated areas of the County and read the title into public record.

Comm. John Meeks asked if there was anyone in the audience wishing to speak for or against the item presented. Dana Sheffield spoke.

Comm. Rooks made a motion to adopt Ordinance 2016-02 as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

### **LEVY COUNTY SHERIFF'S OFFICE**

Mike West, 911 Addressing

Requesting ratification of the Chairman's signature on the MapFlex Agreement.

Mr. West requested Board ratification of the Chairman's signature on the MapFlex Agreement which provides annual support and maintenance on the map display used in dispatch. The cost for this agreement is fully covered by a Rural County Grant.

Comm. Joyner made a motion to ratify the Chairman's signature on the MapFlex Agreement as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

### **ROAD DEPARTMENT**

Alice LaLonde, Administrative Office Manager

Mrs. LaLonde gave an update to the Board of CR 326/Shell Mound Road stating they will be advertising for bids next week.

A. Request approval to purchase Mack 2017 Lowboy from Nextran.

Mrs. LaLonde requested Board approval for the purchase of a Mack 2017 Lowboy truck from Nextran in the amount of \$121,350.09 on State Contract.

Comm. Stevens made a motion to approve the purchase of a Mack 2017 Lowboy truck from Nextran as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.



B. Request approval of Supplemental Agreement #1 to: SCOP C343 to correct the Project Limits.

Mrs. LaLonde requested Board approval of Supplemental Agreement #1 for SCOP, CR 343. The original project limits were incorrect with the description of CR 343/NE 60<sup>th</sup> Street from CR 241 to SR 500 (US 27). The correct limits are CR 343/NE 60<sup>th</sup> Street from CR 241 to SR 45 (US 27-US 41).

Comm. Stevens made a motion to approve Supplemental Agreement #1 for SCOP, CR 343 as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

### **NON-AGENDA ITEM/ROAD DEPARTMENT**

Comm. Stevens made a motion to hear a non-agenda item. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Mrs. LaLonde provided the Commissioners with a quote from Ring Power for an additional extended warranty on the engine repair/replacement for the bucket truck approved at the last Board meeting. The amounts are listed below for consideration by the Board:

36 months	\$1,600.00
48 months	\$3,150.00

The price approved for the engine repair/replacement already includes a 2-year warranty.

After discussion, the Board agreed to take no action on this item today, but to have Charlie Bedford present at the next Board meeting to answer questions the Commissioners may have.

### **EMERGENCY MANAGEMENT**

John MacDonald, Director

Request approval to not renew agreement with Code Red Emergency Notification System and enter into an agreement with State of Florida Emergency Notification System known as Alert Florida Notification System.

Mr. MacDonald requested Board approval to not renew the agreement with Code Red Emergency Notification System which ends June 30<sup>th</sup> and enter into an agreement with the State of Florida Emergency Notification System known as Alert Florida Notification System which does not charge a fee for usage.

Comm. Rooks made a motion to enter in to an agreement with the State of Florida Emergency Notification System known as Alert Florida Notification System as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

Mr. MacDonald gave a report to the Board of the storm damage from Tropical Storm Colin in the Inglis, Yankeetown, Cedar Key areas.

### **NON-AGENDA ITEM/EMERGENCY MANAGEMENT**

Comm. Joyner made a motion to hear a non-agenda item. Second was made by Comm. Stevens and the MOTION CARRIES.

Comm. Joyner requested Board approval for storm debris pick-up for coastal residents affected by Tropical Storm Colin on a date for each area to be advertised. This will be a one-time pick-up to be coordinated with the Mayor of each of the coastal municipalities. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

### **NON-AGENDA ITEM/EMERGENCY MANAGEMENT**

Comm. Joyner made a motion to hear two non-agenda items. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- Mr. MacDonald spoke to the Board regarding the purchase of Damage Assessment Software called Crisis Track in the amount of \$2,300 per year. There is also a one-time training/set-up fee of \$2,900.



After discussion, Comm. Joyner made a motion to table this item until further research can be done. Second was made by Comm. Rooks and the MOTION CARRIES.

- Mr. MacDonald requested the Board ratify Emergency Declaration 2016-033 due to damages caused by Tropical Storm Colin.

Comm. Stevens made a motion to ratify Emergency Declaration 2016-033 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

## COUNTY COORDINATOR

Fred Moody

- A. Request approval of the draft invoice in the amount of \$4,827.00 for Fiscal Year 2016-17 Florida Association of Counties dues.

Mr. Moody requested Board approval of the draft invoice in the amount of \$4,827.00 for Fiscal Year 2016-2017 Florida Association of Counties dues.

Comm. Rooks made a motion to approve the draft invoice as requested for the Florida Association of Counties dues for Fiscal Year 2016-2017 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- B. Request for appropriation of funds in the amount of \$12,134.00 for Fiscal Year 2016-17 for North Central Florida Regional Planning Council.

Mr. Moody requested Board appropriation of funds in the amount of \$12,134.00 for Fiscal Year 2016-2017 North Central Florida Regional Planning Council dues.

Comm. Joyner made a motion to approve funds in the amount of \$12,134.00 be appropriated for Fiscal Year 2016-2017 North Central Florida Regional Planning Council dues as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

## HUMAN RESOURCE

Jacqueline Martin, Manager

Request direction from the Board on interviewing Public Safety Director applicants.

Ms. Martin requested direction from the Board for interviewing Public Safety Director applicants.

After discussion, Comm. Joyner made a motion to have staff select the top five (5) applicants for the Public Safety Director position to be reviewed by the Board at the next Board meeting. The Board will then set a date for interviews. Second was made by Comm. Rooks and the MOTION CARRIES.

## AGRICULTURE EXTENSION OFFICE

B.J. Jarvis, Interim Director

Requesting approval from the Board of an agreement between Central Florida Community Action Agency, Inc. (CFCAA).

Ms. Jarvis requested Board approval of an agreement between the Central Florida Community Action Agency, Inc. (CFAA) and Levy County for assistance with student expense to attend the Summer 4-H Day Camps and Camp Cherry Lake.

Comm. Joyner made a motion to approve the agreement with Central Florida Community Action Agency, Inc. as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.



## **LIBRARY**

Lisa Brasher, Director

Ms. Brasher requested Board approval of payment to Auto-Graphics, Invoice #0061709, in the amount of \$6,589.38 for the automated circulation system as a condition for receiving "State Aid to Libraries."

Comm. Rooks made a motion to approve payment in the amount of \$6,589.38 to Auto-Graphics as requested. Second was made by Comm. Stevens and the MOTION CARRIES.

The meeting recessed at 10:24 A.M.

The meeting reconvened at 10:33 A.M.

## **ANIMAL SERVICES**

David Weatherford, Director

Presenting Certificate of Appreciation for donation to Animal Services.

Mr. Weatherford presented a Certificate of Appreciation to Bob Echols, Founder and CEO of "For Our Friends the Animals" for his contribution to the Levy County Department of Animal Services to build a Cat Room and for monthly pet vaccines.

Mr. Weatherford stated the Cat Room is being dedicated at 1:00 P.M. today.

## **LANDFILL**

Benny Jerrels, Director

- A. Request to approve the 2015-2016 Small County Consolidated Grant Agreement for State Assistance and authorize the Chair to sign the Agreement.

Mr. Jerrels requested Board approval with the Chairman's signature of the 2015-2016 Small County Consolidated Grant Agreement for State Assistance in the amount of \$90,909.00.

Comm. Rooks made a motion to approve with the Chairman's signature the 2015-2016 Small County Consolidated Grant Agreement for State Assistance as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- B. Request for appropriation of \$16,500.00 for Fiscal Year 2016-2017 for annual monitoring of hazardous waste generators.

Mr. Jerrels requested appropriation by the Board of \$16,500.00 for Fiscal Year 2016-2017 for annual monitoring of hazardous waste generators through the North Florida Regional Planning Council.

Comm. Rooks made a motion to appropriate \$16,500 for Fiscal Year 2016-2017 for annual monitoring of hazardous waste generators as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

## **TRANSIT**

Connie Conley, Director

Ms. Conley requested Board approval with the Chairman's signature on the FTA Fiscal Year 2016 Certifications and Assurances.

Comm. Rock Meeks made a motion to approve with the Chairman's signature the FTA Fiscal Year 2016 Certifications and Assurances as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

## **TOURIST DEVELOPMENT**

Carol McQueen

Mrs. McQueen requested Board approval of the 2016-2017 Tourism Marketing Plan to begin October 1, 2016. This was approved on May 5, 2016 by the Levy County Tourism Development Council.



Comm. Joyner made a motion to approve the 2016-2017 Tourism Marketing Plan as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Dana Sheffield spoke regarding this item.

## GRANTS

Tisha Whitehurst

Mrs. Whitehurst requested the Board ratify the acceptance of the Notice of Award from the U.S. Department of Treasury for the Planning Assistance Grant.

Comm. Joyner made a motion to ratify the acceptance of the Notice of Award from the U.S. Department of Treasury for the Planning Assistance Grant as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

## INFORMATION TECHNOLOGY

Daren Remington

Presenting state of the county IT network and proposed infrastructure changes needed.

Mr. Remington and Andrew Thurow gave a presentation to the Board of proposed county IT network and proposed infrastructure changes needed. Mr. Remington gave an estimated amount of \$52,000 to make necessary updates and changes.

Those in the audience speaking regarding this item were: Lisa Brasher, Jenny Rogers, Carol McQueen, Connie Conley, Dana Sheffield, Deanna Dobbins, Jared Blanton, Sheila Rees, and Sallie Collins.

After discussion, Comm. John Meeks requested Mr. Remington bring back quotes for the server in the Finance Department and the Firewall upgrade at the next Board meeting.

## COMMISSIONERS' REPORTS

Comm. Joyner spoke of the upcoming I-75 meeting at Williston Crossings on June 24<sup>th</sup> at 9:00 A.M.  
Comm. Joyner stated there will be a cake auction at 2:30 P.M. at the Cross Brand Cowboy Church to help with expenses for youth camp.

Comm. Rooks

Requesting approval for Resolution 2016-030 requesting the Florida Fish and Wildlife Conservation Commission to suspend rule 68B-4.0081(2)(d). -TABLED -

Comm. John Meeks reported both the Williston FFA Ranch Rodeo and the Chiefland Watermelon Festival were a success. Comm. Rock Meeks stated there is an I-75 Task Force meeting at 5:30 P.M. at the Best Western Gateway Grand in Gainesville.

Comm. John Meeks reminded everyone of the Cat Structure dedication today at 1:00 P.M.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING  
ADJOURNED AT 12:15 P.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FL

\_\_\_\_\_  
Clerk of Court, Danny J. Shipp

\_\_\_\_\_  
Chairman, John Meeks



**REGULAR MEETING  
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
JUNE 21, 2016**

The Regular Meeting of the Board of Levy County Commissioners was held on June 21, 2016 at 9:00 A.M. in the Levy County Board of County Commissioners meeting room with the following Commissioners present:

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

Also present were:

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

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

**EXPENDITURES**

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

<b>CHECK NUMBER</b>	<b>124022-124184</b>
<b>FUND</b>	<b>AMOUNT</b>
GENERAL REVENUE	159,142.29
ROAD	78,389.69
PAL LIBRARY	9,421.47
MOSQUITO CONTROL	212.27
TRANSPORTATION	3,028.64
COURT FACILITIES	15.00
EMS	45,763.56
FIRE	46,878.99
TOURIST DEVELOPMENT	513.89
UTILITIES	2,165.56
COMMUNICATION	17,979.00
ADD COURT COSTS	669.50
IMPACT FEES - PARKS	9,231.29
LANDFILL	69,241.89
<b>TOTAL</b>	<b>\$ 442,653.04</b>

**MINUTES**

The minutes for the regular meeting held on May 17, 2016 were presented for Board approval.

Comm. Stevens made a motion to approve the minutes for the Regular Board meeting held on May 17, 2016 with correction as stated. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

**PUBLIC HEARING – NATURE COAST BUSINESS DEVELOPMENT COUNCIL**

David Pieklik requested Board approval to adopt Ordinance 2016-03 for the repealing of the Resolution creating the LCDA.

Atty. Brown read the title of the Ordinance into public record.



Comm. John Meeks asked if there was anyone in the audience wishing to speak for or against the Ordinance presented. There were none.

Comm. Rooks made a motion to adopt Ordinance 2016-03 as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

### **NATURE COAST BUSINESS DEVELOPMENT COUNCIL**

David Pieklik

A. Present progress report for May-June, 2016 per arrangement with BOCC.

Mr. Pieklik gave a progress report to the Board for May-June, 2016.

B. Discuss next steps for submitted Business Incentives application regarding retailer making a request, where confidentiality has been invoked.

Mr. Pieklik spoke to the Board about the steps for submitted Business Incentives application and a retailer's request regarding a triple net lease.

After discussion, Comm. Joyner made a motion to move forward with the application process as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

### **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

Steve Minnis, Governmental Affairs & Communications Director

Mr. Minnis presented a check to the Board for Payment in Lieu of Taxes in the amount of \$30,401.84.

### **DEWBERRY-PREBLE RISH**

Rob Davis, PE

Mr. Davis requested Board approval of change orders Number one (1) and Number two (2) to contract with Carter Excavating, Inc. for University Oaks Water System to complete a looped main and take an existing, leaking line out of service. Mr. Davis explained the costs of the change orders will not exceed the original budget for this project. Mr. Davis also requested Board approval of a Task Order to complete the permitting and engineering of the change orders.

Jimmy Jones also spoke to the Board explaining the work being done to the University Oaks Water system.

### **NON-AGENDA ITEM/UNIVERSITY OAKS WATER**

Comm. Joyner made a motion to hear a non-agenda item concerning the University Oaks Water System Task Order 16-001. Second was made by Comm. Rooks and the MOTION CARRIES.

Mr. Davis explained the task order is to complete the looped water main system and abandon an existing, leaking water main and to provide 11 new connections. The task order will also take care of permitting and engineering.

Comm. Joyner made a motion to approve Task Order 16-001 contingent upon legal review, approval of Change Order Number one (1) and Change Order Number two (2) as presented. Second was made by Comm. Rooks and the MOTION CARRIES.

### **LEVY COUNTY HISTORICAL SOCIETY, INC.**

Toni C. Collins, President

Mrs. Collins requested Board approval for the Levy County Historical Society to apply for and, if approved, erect and maintain a Florida Historic Marker at the Pat-Mac Locomotive exhibit site. The Levy County Board of County Commissioners own the Pat-Mac Locomotive Wayside Park, 5230 SE HWY 19, Gulf Hammock, Florida. Mrs. Collins stated the Levy County Historical Society will be paying for the sign.



Comm. Rooks made a motion to approve the request for the Levy County Historical Society to apply for a Florida Historic Marker as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

Dana Sheffield spoke regarding this item.

## LEVY COUNTY CATTLEMEN

Brad Etheridge

Discuss duties and job description for the Levy County Extension Director position.

Mr. Etheridge spoke to the Board regarding the job description for Levy County Extension Director and the need for the person hired for this position to be a liaison between the livestock industry of Levy County and the University of Florida. Mr. Etheridge requested the Board consider the person to be hired, also be a Livestock Extension Agent Director. He also recommended there be one person to be placed in the position to exclusively handle the county's 4-H program.

After discussion, Comm. Stevens made a motion to request the University of Florida amend to the position of Levy County Extension director be re-advertised to include knowledge of the Livestock industry. The current applicant selected by the University is welcome to re-apply if they wish. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

The meeting recessed at 10:30 A.M.

The meeting reconvened at 10:35 A.M.

## DEPARTMENT REPORTS

### COUNTY COORDINATOR

Fred Moody

A. Request approval from the Board for the extension of the Bronson Field Office Lease Agreement.

Mr. Moody requested Board approval for the extension of the Bronson Field Office Lease Agreement from August 1, 2015 through July 31, 2018. The Standstill Agreement was in place until July 31, 2016, but had to be backdated per request of the governing authority GSA.

Comm. Rooks made a motion to approve the extension of the Bronson Field Office Lease Agreement as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

B. Request approval and present an update on the Court House Window Project.

Mr. Moody requested Board approval of the Court House Window Project and gave an update on the work done so far. Mr. Moody stated approval had been given to cover the replacement cost with the Court Facilities Fund. The two proposals received are listed below:

Staley Construction Group, Inc.	\$104,300.00
Nature Coast Class, LLC	\$109,500.00

Comm. Stevens made a motion to accept the lowest bid for the Court House Window Project to Staley Construction Group. Second was made by Comm. Joyner and the MOTION CARRIES.

- Mr. Moody requested the Board conduct a Budget Workshop following the next Regular Board meeting on July 5<sup>th</sup>.

The Commissioners agreed to schedule a Budget Workshop following the next Regular Board meeting on July 5<sup>th</sup> as requested.



## HUMAN RESOURCE

Jacqueline Martin, Manager

Mrs. Martin presented a staff report on upcoming interviews for the Public Safety Director position. The following applicants have been selected for interview by the Board:

James Campbell  
 Jeff Gold  
 James Harrell  
 Larry Taylor  
 Wayne Watts, Jr.

Mrs. Martin requested direction from the Board for a date and time to interview the applicants.

The Commissioners discussed the applicant, Jeff Gold and his bid for election in Marion County. It was also discussed adding an additional applicant, Lamar Stegall, the next applicant, to be contacted for interview, as he was the next qualified applicant which also resides in Levy County.

Comm. Stevens made a motion to add one additional applicant, Lamar Stegall to the interview list as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

The Commissioners agreed to conduct interviews on July 5<sup>th</sup> at 2:00 P.M. following the next Board Meeting and Budget Workshop.

## TRANSIT

Conley Conley, Director

Request approval from the Board to discontinue transportation services on County Holidays.

Mrs. Conley requested Board approval to discontinue transportation services on County Holidays due to the cost to provide the service.

After discussion, it was requested by the Board for Ms. Conley to obtain schedules from facilities providing services to patients transported by Levy County Transit which would be scheduled on the County Holidays to determine if these patients could be re-scheduled.

## SHIP

Shenley Neely, Director

- A. Request a motion to approve Resolution 2016-039 adopting corrections to SHIP Local Housing Assistance Plan (LHAP) Fiscal Years 2016-2017, 2017-2018 and 2018-2019 approved April 19, 2016, to incorporate comments by Florida Housing Financial Corporation (FHFC) Review Committee.

Ms. Neely requested Board approval of Resolution 2016-039 adopting corrections to the SHIP Local Housing Assistance Plan (LHAP) for fiscal years 2016-2017, 2017-2018 and 2018-2019 approved April 19, 2016, to incorporate comments by the Florida Housing Financial Corporation (FHFC) Review Committee.

Comm. Stevens made a motion to approve Resolution 2016-039 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- B. Request a motion to approve State Housing Initiative Partnership (SHIP) Program Fiscal Year 2016-2017 Funding Certification to be submitted to Florida Housing Finance Corporation.

Ms. Neely requested Board approval of the State Housing Initiative Partnership (SHIP) Program for fiscal year 2016-2017 Funding Certification to be submitted to the Florida Housing Finance Corporation.

Comm. Stevens made a motion to approve the State Housing Initiative Partnership (SHIP) Program fiscal year 2016-2017 Funding Certification as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.



## EMERGENCY MANAGEMENT

John MacDonald, Director

A. Seven (7) day extension of Tropical Storm Colin Local State of Emergency Declaration.

Mr. MacDonald requested Board approval of a seven (7) day extension of the Local State of Emergency Declaration as a result of Tropical Storm Colin.

Comm. Stevens made a motion to approve the seven (7) day extension of the Local State of Emergency Declaration as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

B. Request approval to purchase Crisis Track Damage Assessment Tool to replace the current IDAM Damage Assessment Tool.

Mr. MacDonald requested Board approval to purchase a Crisis Track Damage Assessment Tool in the amount of \$5,200 to replace the current IDAM Damage Assessment Tool.

Comm. Stevens made a motion to approve the purchase of the Crisis Track Damage Assessment Tool as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

C. Request approval to accept the Emergency Management Preparedness and Assistance Grant (EMPA).

Mr. Macdonald requested the Board accept the Emergency Management Preparedness and Assistance Grant (EMPA), a matching grant in the amount of \$105,806.00.

Comm. Stevens made a motion to accept the Emergency Management Preparedness and Assistance Grant (EMPA) as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

D. Request approval to accept the Emergency Management Performance Grant (EMPG).

Mr. MacDonald requested the Board accept the Emergency Management Performance Grant (EMPG).

Comm. Rock Meeks made a motion to accept the Emergency Management Performance Grant (EMPG) as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

## PUBLIC SAFETY

Alesha Rinaudo, Assistant to Public Safety Director

Request approval from the Board to purchase six (6) routers and six (6) SIM cards with programming and warranty coverage from Access Wireless Data Solutions for \$4,751.99.

Mrs. Rinaudo requested Board approval to purchase six (6) routers and six (6) SIM cards with programming and warranty coverage from Access Wireless Data Solutions in the amount of \$4,751.99. This will allow for completion of the network for the Fire Rescue Stations tying them into the headquarters' location to provide secure internet access and more efficient management of all remote sites.

Comm. Rooks made a motion to approve the purchase of six (6) routers and six (6) SIM cards with programming and warranty coverage from Access Wireless Data Solutions as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Mrs. Renaudo also informed the Board the Department of Public Safety had received notification from the State Department of Health they had been awarded funding for Vents in the amount of \$18,000.



**ROAD DEPARTMENT**

Alice LaLonde, Administrative Office Manager

Request approval of Resolution 2016-032 for the acceptance and directing the recordation of right of way deed transferring right of way located in Levy County, FL (SE 117<sup>th</sup> Place and SE 127<sup>th</sup> Terrace).

Mrs. LaLonde requested Board approval of Resolution 2016-032 for the acceptance and directing the recordation of a Right-of-Way Deed transferring the Right-of-Way located in Levy County, FL (SE 117<sup>th</sup> Place and SE 127<sup>th</sup> Terrace).

Comm. Rock Meeks made a motion to approve Resolution 2016-032 as requested. Second was made by Comm. Stevens and the MOTION CARRIES.

**IT**

Daren Remington, IT Director

Request approval to purchase IT equipment as discussed from previous meeting held June 7, 2016. **-TABLED-**

**COMMISSIONERS' REPORTS**

Comm. Rooks presented and made a motion to approve Resolution 2016-30 requesting the Florida Fish and Wildlife Conservation Commission suspend Rule 68B-4.0081(2)(d) limiting net size to 2" mesh for restricted species enforcement licensees in Levy County. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Comm. Rooks spoke of the local youth baseball teams and made a motion for a recognition to be arranged for the teams and parents by Comm. Rock Meeks. Second was made by Comm. Stevens and the MOTION CARRIES. Comm. John Meeks stated there will be an I-75 Task Force meeting at Williston Crossings RV resort beginning at 9:00 A.M.

Comm. John Meeks reminded everyone of the Emergency Preparedness Seminar on Saturday, June 25<sup>th</sup> from 10:00 A.M. to 2:00 P.M. at the Church of Jesus Christ of the Latter Day Saints on North Main Street in Williston. Comm. John Meeks stated there is a North Florida Regional Planning Council on Thursday evening in Lake City.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNED AT 12:05 A.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FL

\_\_\_\_\_  
Clerk of Court, Danny J. Shipp

\_\_\_\_\_  
Chairman, John Meeks





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John Meeks  
District 1

Rock Meeks  
District 2

Mike Joyner  
District 3

Lilly Rooks  
District 4

Danny Stevens  
District 5

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## AGENDA

### **Budget Workshop** **August 2, 2016**

Call to Order  
Invocation  
Pledge to Flag

- 11:00 a.m. - Clerk of Court and Comptroller's Office  
- Sheila Rees and Jared Blanton  
- Budget overview  
- Request Board set Tentative Millage for FY16-17

\*Any additional matter to be brought before the Board

Adjourn

