

**Levy County Board of County Commissioners**

**Agenda Item Summary**

**1. NAME/ORGANIZATION/TELEPHONE:**  
Fred Moody, County Coordinator

**2. MEETING DATE:**  
August 16, 2016

**3. REQUESTED MOTION/ACTION:**

Request approval of amendment to agreement between Levy County and Carr, Riggs & Ingram, LLC to extend for an addition ( 3) three years of audit services..

**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)**

**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:



## AMENDMENT TO AGREEMENT

THIS AMENDMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County") and CARR, RIGGS & INGRAM, LLC (hereinafter referred to as "CRI").

### RECITALS

WHEREAS, on August 21, 2007, County and Davis, Monk & Company entered into an Agreement in the form of an engagement letter agreement, pursuant to which Davis, Monk & Company committed to provide certain auditing services for County ("2007 Agreement"), which 2007 Agreement is incorporated herein by this reference; and

WHEREAS, on December 7, 2010, County, Davis, Monk & Company, and CRI entered into a Novation Agreement for Substitution of CRI for Davis, Monk & Company under the 2007 Agreement ("Novation"), which Novation is incorporated herein by this reference; and

WHEREAS, on December 7, 2010, and July 16, 2013, County and CRI entered into an Amendments to the 2007 Agreement extending the term of the 2007 Agreement to the conclusion of CRI's services for the year ending September 30, 2012 ("2010 Amendment"), and September 30, 2015 ("2013 Amendment"), respectively, which 2010 Amendment and 2013 Amendment are incorporated herein by this reference; and

WHEREAS, the 2007 Agreement, the Novation, the 2010 Amendment, and the 2013 Amendment shall be referred to herein collectively as "the Agreement"; and

WHEREAS, the parties now desire to amend the Agreement to extend the term thereof and provide for CRI's fees for such extended term, and to provide for additional language required by Florida Statute.

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

1. The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety as terms and conditions of this Amendment.

2. The Agreement is hereby extended for an additional three (3) year term. This extension hereby amends the time period contained in the first paragraph of the Agreement for which CRI is to provide services to the County to the years ending September 30, 2016, 2017, and 2018. The term of this Amendment shall begin on the date set forth above and shall continue until CRI's services are timely completed for the year ending September 30, 2018.

3. The Agreement is further amended by the provisions of the engagement letter dated July 26, 2016 from CRI to the Board of County Commissioners ("engagement



letter”), which engagement letter is attached hereto and by this reference incorporated herein. Since the engagement letter amends numerous provisions of the Agreement and the engagement letter and the Agreement cover similar obligations of the parties, in the event of a direct conflict between the Agreement and the provisions of the engagement letter, excluding references to fees for CRI’s services and to laws, rules, and regulations that have changed since the entry into the Agreement, the provisions of the Agreement shall control.

4. Notwithstanding any other provisions in the Agreement or the engagement letter to the contrary, the following shall be added to the Agreement:

In addition to compliance with any other laws as required by this Agreement, CRI shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this section shall constitute a substantial failure to perform on the part of CRI in accordance with the terms of this Agreement. Specifically, but not by way of limitation, CRI shall:

(i) Keep and maintain public records required by County to perform the service;

(ii) Upon request by County’s custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by CRI under this Agreement if CRI does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of CRI or keep and maintain public records required by County to perform the services. If CRI transfers all public records to County upon completion of the services, CRI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CRI keeps and maintains public records upon completion of the services, CRI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County’s custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term “custodian of public records” shall mean the County Coordinator of County, or his/her designee.



**IF CRI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CRI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**

**E-MAIL: [levybocc@levycounty.org](mailto:levybocc@levycounty.org)**

**MAILING ADDRESS: P.O. 310, BRONSON, FL 32621**

5. All other terms of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment to Agreement the day and year first above written.

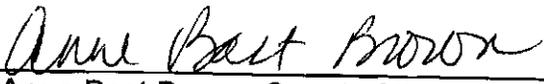
**BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA**

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

\_\_\_\_\_  
John Meeks, Chair

\_\_\_\_\_  
Danny Shipp

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

  
\_\_\_\_\_  
Anne Bast Brown, County Attorney

**CARR, RIGGS & INGRAM, LLC**

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





Carr, Riggs & Ingram, LLC  
4010 N.W. 25th Place  
Gainesville, Florida 32606  
P.O. Box 13494  
Gainesville, Florida 32604

(352) 372-6300  
(352) 375-1583 (fax)  
www.cricpa.com

July 26, 2016

To the Board of County Commissioners  
Levy County, Florida

This engagement letter is in reference to our agreement and amendments for services originally contracted August 21, 2007. We are pleased to confirm our understanding of the services we are to provide the Board of County Commissioners of Levy County, Florida (the "County") for the years ended September 30, 2016, 2017 and 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the years ended September 30, 2016, 2017 and 2018. We will also audit the basic financial statements of each constitutional officer.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison information.
- 3) Pension and OPEB trend information.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal and state awards.
- 2) Combining and individual fund financial statements and schedules.



### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs/projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program/project in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.550, Rules of the Auditor General.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Single Audit report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance; and Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s)/project(s) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of County Commissioners of Levy County, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of



the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs or major projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our Single Audit report on internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Single Audit.



To the Board of County Commissioners

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### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Single Audit requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of awards applicable to major programs/projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *State Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs/projects. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs/projects in our report on compliance issued pursuant to the Single Audit.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Single Audit based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by



us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that include our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our



current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an authorized oversight agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.



Frank Mason is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be as follows:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Base fee for audit of financial statements pursuant to <i>Government Auditing Standards</i> and Rules of the Auditor General	\$ 100,400	\$ 103,400	\$ 106,400
Audit of Federal financial assistance pursuant to OMB Uniform Guidance	9,000	8,500	8,500
Audit of State financial assistance pursuant to the Florida Single Audit Act	7,000	7,400	7,400
Preparation of State of Florida Annual Financial Report and required attestation reports	<u>2,600</u>	<u>2,700</u>	<u>2,700</u>
TOTAL	<u>\$ 119,000</u>	<u>\$ 122,000</u>	<u>\$ 125,000</u>

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The County shall make payments of all sums, properly invoiced, in accordance with the provisions of Chapter 218, Part VII (Florida Prompt Payment Act), Florida Statutes. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

#### **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

#### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these



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electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

**Renewal Provision**

This contract contains a renewal provision pursuant to Section 218.391, Florida Statutes, and can be renewed for additional three-year periods.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC  
CERTIFIED PUBLIC ACCOUNTANTS

**RESPONSE:**

This letter correctly sets forth the understanding of the  
**Levy County Board of County Commissioners.**

B: \_\_\_\_\_

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

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



## Levy County Board of County Commissioners

### Agenda Item Summary

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

FRED MOODY, COUNTY COORDINATOR

**2. MEETING DATE**

AUGUST 16, 2016

**3. REQUESTED MOTION/ACTION:**

On behalf of Linda Fugate, Tax Collector, presenting Recapitulation for Board signatures.

**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 )**

On behalf of Linda Fugate, Tax Collector, presenting Recapitulation for Board signatures.

**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:







**Levy County Board of County Commissioners**

**Agenda Item Summary**

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

Wilbur Dean, Assistant to the County Coordinator

**2. MEETING DATE:**

August 16, 2016

**3. REQUESTED MOTION/ACTION:**

Request approval of Resolution 2016-069 supporting the designation of the Suwannee River in Levy County, Florida as a National Water Trail.

**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)**

**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:



**RESOLUTION**

**2016-069**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA SUPPORTING THE DESIGNATION OF THE SUWANNEE RIVER IN LEVY COUNTY, FLORIDA AS A NATIONAL WATER TRAIL.**

**WHEREAS**, the benefits of designation of the Suwannee River in Levy County as a National Water Trail include national recognition as a recreation destination, national promotion on maps and through websites, increased tourism, and increased revenue for local businesses; and

**WHEREAS**, our region benefits from promoting nature-based recreation opportunities, especially paddling, biking, hiking, equestrian activities, hunting, fishing, and wildlife viewing, to increase health benefits to our local communities and encourage youth and families to participate in outdoor activities; and

**WHEREAS**, the region benefits from promoting the rich culture and history contained within the watershed of the Suwannee River, drawing visitors eager to explore its historic legacy; and

**WHEREAS**, the Suwannee River National Water Trail offers a unique opportunity for residents and visitors to explore an unspoiled, pristine area of Florida and Georgia; and

**WHEREAS**, the cultural, historical and natural resources of this area are some of the most unique in the Southeast.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners, Levy County, Florida, endorses the State of Florida, Office of Greenways & Trails' application for designation of the Suwannee River in Levy County as a National Water Trail by the United States Department of the Interior.

**DULY ADOPTED** on this the 16<sup>th</sup> day of August, 2016.

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

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John Meeks, Chairman

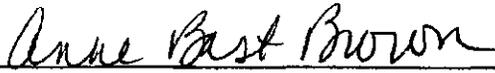


**ATTEST:** Clerk of the Circuit Court  
and Ex Officio Clerk to the Board

---

Danny J. Shipp

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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Anne Bast Brown, County Attorney

z:\res\natl water trail  
LR2016-069



# COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



Wilbur

GOVERNMENT  
SERVING  
CITIZENS

John Meeks  
District 1

Rock Meeks  
District 2

Mike Joyner  
District 3

Lilly Rooks  
District 4

Danny Stevens  
District 5

August 16, 2016

Ms. Liz Sparks  
Paddling Trail Coordinator  
Office of Greenways & Trails  
Division of Recreation & Parks  
Department of Environmental Protection  
3900 Commonwealth Blvd., MS 795  
Tallahassee, FL 32399-3000

RE: Letter of Support and Consent for Public Access

Dear Ms. Sparks,

I am contacting you on behalf of the Board of County Commissioners of Levy County to enthusiastically support the efforts of the Department of Environmental Protection's Office of Greenways & Trails application to the Department of the Interior for designating the Suwannee River as a National Water Trail.

Abundant natural resources, rich history, and cultural heritage combined with endless recreation opportunities make the Suwannee River an outstanding candidate for this prestigious designation. National Water Trail designation will increase awareness of the river, provide economic benefits to local communities and provide an opportunity to educate the public about the significance of supporting conservation of natural resources.

The Suwannee River has public boat access sites in Levy County encompassed by the scope of the project maintained by Levy County. We give approval of the sites being included in the designation application.

Sincerely,

John Meeks  
Chairman  
Board of County Commissioners  
Levy County, Florida



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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

*LIBRARY*

2. MEETING DATE:

*8/16/16*

3. REQUESTED MOTION/ACTION:

*GRANT APPLICATION / STATE AID TO LIBRARIES  
MOTION AND SIGN*

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 \_\_\_\_\_

FUNDING SOURCE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

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

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED**

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

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

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Levy County Board of County Commissioners  
for and on behalf of  
Levy County Public Library System**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Levy County Board of County Commissioners for and on behalf of Levy County Public Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2016-2017 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17, *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.



- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

**Payment 1, Deliverable/Task 1:**

- Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.
3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, Florida 32399  
Phone: 850.245.6620  
Facsimile: 850.245.6643  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Lisa Brasher, Director  
Post Office Box 1210  
Bronson, Florida 32621-1210  
Phone: (352) 486-5552  
Facsimile:  
Email: lbrasher@neflin.org



5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2016-2017 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:



“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures, which are available online at [myfloridacfo.com/aadir/reference\\_guide/](http://myfloridacfo.com/aadir/reference_guide/).

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-



year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
  - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;



- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

**20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**21. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

**22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

**24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.



- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 19 18, Noncompliance.

**26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

**27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

**28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

**29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall



impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

**30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

**31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
  1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

**32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

**33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.



**34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

**35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.

**37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**38. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2016-2017 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

Date of Agreement: \_\_\_\_\_

Grantee:  
By: \_\_\_\_\_  
Chair of Governing Body or  
Chief Executive Officer  
\_\_\_\_\_  
Typed name and title  
\_\_\_\_\_  
Clerk or Chief Financial Officer  
\_\_\_\_\_  
Typed name and title  
\_\_\_\_\_  
Date

Department of State:  
By: \_\_\_\_\_  
\_\_\_\_\_  
Typed name and title  
\_\_\_\_\_  
Witness



**ATTACHMENT A**  
**FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

**AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Agreement.

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).



## **PART II: STATE FUNDED**

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

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

[www.fldfs.com/](http://www.fldfs.com/)

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

[www.leg.state.fl.us/](http://www.leg.state.fl.us/)



### **PART III: REPORT SUBMISSION**

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

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections 320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections 320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section 320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section 320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250
3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
  - A. The Department of State at each of the following addresses:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250



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

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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

**PART IV: RECORD RETENTION**

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*



**EXHIBIT 1**

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

Not Applicable.

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

Not Applicable.

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

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

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Library Grants, CSFA Number 45.030

Award Amount: Listed on Attachment B, Fiscal Year 2016-2017 State Aid to Libraries Final Grants

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

As contained in the Compliance Supplement to CSFA Number 45.030.



**ATTACHMENT B**

[Fiscal Year 2016-2017 State Aid to Libraries Final Grants]



## Levy County Board of County Commissioners

### Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

Levy County Parks and Recreation

2. MEETING DATE:

August 16, 2016

3. REQUESTED MOTION/ACTION:

Approval of Bid

4. Agenda Presentation

Time Requested:     10

minutes    

(Request will be granted if possible)

ALLOTTED TIME NOT

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

REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes  No  BUDGET OFFICER APPROVAL  DATE

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

Devil's Hammock Management Area, Hunters Check Station Operations  
 Invitation to Bid ran in local paper on 7/28 & 8/4/2016  
 Single bid received, requesting approval

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>				

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:



**INVITATION TO BID**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, hereby calls for and request sealed bids for the purpose of selecting a contractor for:

**Devil's Hammock Wildlife Management Area Hunter Check Station Operations**

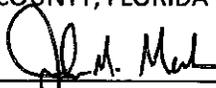
The period beginning September 16, 2016 and ending March 26, 2017. Sealed bids will be received at the office of the Board of County Commissioners located at 355 S. Court Street, Bronson, Florida 32621, until 12:00 noon on **August 8, 2016**.

Detailed information and specifications on the above may be obtained by contacting the LEVY COUNTY DEPARTMENT OF PARKS & RECREATION, POST OFFICE BOX 248, BRONSON, FLORIDA 32621. PHONE (352) 486-5127.

DONE AND ORDERED BY THE BOARD OF COUNTY COMMISSIONERS THIS 21 DAY OF JULY A.D., 2016.

THE BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

BY: \_\_\_\_\_

  
\_\_\_\_\_

JOHN WEEKS, CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
DANNY J. SHIPP, CLERK OF COURT

(SEAL)







**REQUEST FOR BIDS FOR DEVIL'S HAMMOCK WILDLIFE MANAGEMENT  
AREA HUNTER CHECK STATION OPERATION**

**INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS**

1. The County intends to award a firm fixed-price contract extending for a four (4) year period. There will be an option to extend the initial contract period for two (2) additional one (1) year periods, adhering to the original bid terms and conditions. These extensions will be contingent upon approval of both the County and the Contractor at the time of extension. The County Coordinator or the Director of the County Parks and Recreation Department shall have the authority to approve such extensions on behalf of the County. In these bid documents, the term "bidder" or "Bidder" may include the bidder to whom the County awards the bid and enters into a contract for the requested goods/services, where the context so indicates. In addition, the term "Contractor" or "contractor" means such bidder to whom the County awards the bid and enters into a contract for the goods/services.
2. Detailed specifications describe the commodities or services to be acquired by the County. To be considered for award, a bid must comply in all material respects with the specifications. No alternative bids or deviations from specifications will be accepted. No additional terms may be added in the bid forms or by including any additional documents or provisions. Any bids containing alternatives, deviations from specifications or additional language or provisions may be deemed non-responsive and ineligible for award.
3. Bidders are required to bid their prices on the bid forms supplied by the County in these bid documents. Bids, at the sole discretion of the County, may be deemed non-responsive if these bid forms are not used.
4. All blank spaces on the bid form must be filled in legibly and correctly.
5. In the event of a discrepancy between unit bid prices and an extension, the unit bid price will govern. Written prices shall govern over figures.
6. A bid will be considered irregular and may, at the sole option of the County, be rejected if it shows omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate bids or other irregularities of any kind.
7. The County assumes no responsibility for bids received after the advertised bid opening time or at any office or location other than specified herein, whether due to mail delays, courier mistake, mishandling or any other reason.
8. The County reserves the right to reject any or all bids, in whole or in part, for any reason whatsoever.



9. Included in these bid documents is a State of Florida Public Entity Crimes Form and Drug Free Workplace Form which must be completed and submitted with bid forms.
10. All documentation, including but not limited to any insurance certificates that may be required by the bid documents to be submitted with the bid, must reference the bid name.
11. The County reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the County, such waiver or acceptance is deemed to be in the best interest of the County.
12. Bids, including all attachments and requested documentation, must be submitted in triplicate.
13. Bidder acknowledges that all information contained within its bid is part of the public domain, as defined by State of Florida Sunshine and Public Records Law. No information should be labeled confidential unless exempted under said law.
14. At the sole discretion of the County, payment terms and other consequential information may be utilized in resolving apparent tie bids.
15. Non-discrimination/Americans with Disabilities Act: There shall be no discrimination as to race, sex, color, creed, disabilities, or national origin in the operations conducted under any contract resulting from this bid. The County does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Matt Weldon, at 352-486-5127, or the office of the Board of County Commissioners ("Board"). The Board's fax number is 352-486-5167.
16. The bid and any resulting contract are subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid or any resulting contract for each and every fiscal year in which this bid or any resulting contract was executed and entered into. The County shall provide prompt written notice to the contractor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, or any resulting contract and shall, effective thirty days after giving such notice or upon expiration of the time for which funds are appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid or any resulting contract.
17. All County Departments/Divisions may participate in any County bid contracts.
18. After award of this bid, the County reserves the right to add or delete items/services at



the prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry-wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract when the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

19. If the contract awarded as a result of the bid is terminated, the County reserves the right to contract with the next lowest responsive responsible bidder for the balance of the contract.
20. In the event this contract is scheduled to end because of the expiration of the contract term or any extended term, and the term is not otherwise extended in accordance with the provisions hereof, the contractor shall extend the contract upon the request of the County. This extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The price in effect the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties in accordance with the provisions hereof.
21. The bid may be considered for disqualification if a bidder submits more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names; if there is evidence of collusion among bidders; if there was previous participation in collusive bidding for work for the Board of County Commissioners, Levy County, Florida; for the submission of an unbalanced bid in which the prices bid for some items are out of proportion with the prices for other bid items; for uncompleted work for which the bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to such bidder; and finally if there is any material change in qualification or a material misrepresentation in response to this bid.
22. It is understood and agreed by Levy County and the successful bidder that any local or state governmental entity in the State of Florida may purchase the materials and services specified herein in accordance with the prices submitted by the successful bidder. It is also understood and agreed that each governmental entity will establish its own contract with a successful bidder, place its own orders, be invoiced therefrom and make its own payments to the successful bidder in accordance with the terms of the contract established between the governmental entity and the successful bidder. It is also hereby mutually understood and agreed that Levy County is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than Levy County.
23. Minority Business Enterprises: The Board recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the Board are prohibited from discriminating on the basis of race, color, creed, national origin, disability, age, or sex. The Board encourages participation by minority business enterprises. Whenever two or more service providers are ranked equally, a minority



business enterprise shall be given preference in the award process.

24. **Veteran's Preference:** In the absence of minority business enterprise, whenever two or more service providers are ranked equally, a veteran-owned business enterprise shall be given preference in the award process.



**REQUEST FOR BIDS FOR DEVIL'S HAMMOCK WILDLIFE MANAGEMENT  
AREA HUNTER CHECK STATION OPERATION  
SPECIFICATIONS**

For information or questions concerning this bid, contact Matt Weldon, Director of the Levy County Parks and Recreation Department, P.O. Box 248, Bronson, FL 32621, Tel: (352) 486-5127, or Fred Moody, County Coordinator, at P.O. Box 310, Bronson, FL 32621, Tel: (352) 486-5217.

**I. INTENT OF BID FOR SERVICES**

Levy County has defined a need for hunter check station operation services for the Devil's Hammock Wildlife Management Area ("WMA").

**II. INTERPRETATION OF BID SPECIFICATIONS**

- A. No interpretation of the meaning of the specifications nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Every request for such interpretations or corrections should be made in writing, addressed to **Matt Weldon, Director, Levy County Parks and Recreation Department, P.O. Box 248, Bronson, FL 32621** and must be received at least five (5) calendar days prior to the opening of the bids in order to be given consideration. Only the interpretation or correction request so given to Matt Weldon, and response issued by the Levy County Parks and Recreation Department as an addendum to the bid document, shall be binding, and prospective bidders are warned that no other source is authorized to give information concerning, or to explain or interpret, the bid specifications. It shall be the bidder's responsibility, prior to submitting a bid, to contact the County Parks and Recreation Department to determine if addenda were issued and to make such addenda part of the bid.
- B. In the case of unit price items, the quantities of work to be done and materials to be furnished under this bid are to be considered as approximate only and are to be used solely for the comparison of bids received. The County does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the contractor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the specifications and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid. The bids will be evaluated and tabulated on the total bid for the WMA.
- C. Should the bidder discover any ambiguity, inconsistency or error, bidder will be required to seek an interpretation as described above in advance of submitting the bid or otherwise will be prohibited from taking advantage of such ambiguity, inconsistency or error. If bidder has not received a written clarification on an ambiguity, the bidder



shall be required to submit his bid on the basis of the highest price necessary to complete the task in question.

### **III. INSURANCE REQUIREMENTS**

Before performing any contract work, a bidder awarded the contract contemplated herein (herein sometimes referred to as "contractor") shall provide and maintain during the life of the contract resulting from this bid insurance policies meeting the requirements, and in the coverages and amounts all as contained in this section. Prior to or simultaneous with entering into a contract with the County, the contractor will be required to provide Certificates of Insurance showing that the contractor has insurance policies in coverages and limits required below from companies authorized to do business in the State of Florida. Each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Each Certificate of Insurance shall be on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include the bid/project name on the Certificate. Each Certificate of Insurance which is allowed by law to carry an additional named insured shall show "Levy County, a political subdivision of the State of Florida, its elected officials, officers, agents, employees, and volunteers," as additional named insured. Any and all deductibles to any insurance policy shall be the responsibility of the contractor. Coverages and limits for the insurance required herein shall be as follows:

- A. The contractor shall possess and have in full force an insurance policy covering commercial general liability including products and complete operations performed by the contractor. This coverage shall have a minimum limit of \$1,000,000.00 dollars per occurrence and a combined limit of five million dollars (\$5,000,000.00), with an umbrella liability limit of ten million dollars (\$10,000,000.00).
- B. Business Automobile Liability Insurance: Automobile Liability Insurance, covering all automobiles and trucks the contractor may use in connection with this bid. The limit of liability for this coverage shall not be less than \$300,000.00/\$1,000,000.00 B.I., and \$100,000.00 P.D.
- C. Workers' Compensation Insurance: Workers' Compensation Insurance, as required by the State of Florida.

### **IV. DESCRIPTION OF WORK**

These specifications are intended to describe the services required by the County for hunter check station operation services for the WMA, in accordance with the bid specifications and any subsequent addendums for **BID FOR DEVIL'S HAMMOCK WILDLIFE MANAGEMENT AREA HUNTER CHECK STATION OPERATIONS**. The successful bidder must be licensed to perform the services or supply the materials/goods and must be in good standing with Levy County and the Parks and Recreation Department.



Compliance with all DEP, local state, and federal codes, statutes, rules and regulations, OSHA Safety Standards, and the State of Florida EEO and ADA Code will apply. The project manager will be the **Director of the Parks and Recreation Department**.

## **V. DESCRIPTION OF SERVICES/MATERIALS/GOODS REQUIRED/SCOPE OF WORK.**

**Devil's Hammock History:** Devil's Hammock is approximately a 7500-acre tract of land in Levy County owned by Levy County Board of County Commissioners and Suwannee River Water Management District. The County and SRWMD developed a joint plan to manage the property.

**Management Activities:** Contractor will provide check station operators for the Devil's Hammock WMA check station for the Fourteen-day Archery Season, the Four-day Family Hunt, the Three-day Muzzleloading Gun Season and the first Nine days of General Gun Season and the Nine-day Spring Turkey Season. The first two days of General Gun Season will require two persons to operate the check station and the following seven days will require one operator. Contractor will operate the check station beginning at noon the day before each opening day and then daily for each season, starting 2 hours before sunrise and closing 2 hours after sunset.

## **VI. GENERAL REQUIREMENTS**

- A. The contractor shall train the operators in check station operations and collection of biological data. Contractor shall also provide supplies needed for the check stations, such as jawbone snips, puller scales, record keeping forms, and any other supplies needed to completely perform the services required.
- B. **Report:** Contractor shall prepare a final report for the WMA summarizing the number of permits issued from the check station, the county hunters came from, and the sightings and data on game harvested during check station operation dates. A sample report may be obtained from the County's office of the Board of County Commissioners at the Levy County Courthouse, 355 S. Court Street, Bronson, Florida. The final report is due with the final invoice for the WMA.
- C. **Billing:** The bid response form is broken down into cost per season. Contractor may invoice the Board office after each season unit is over. Payments on invoices shall be made in accordance with the Local Government Prompt Payment Act, Sections 218.70-79, Fla.Stat.
- D. Damages, penalties and or fines imposed on or incurred by the County or the contractor for failure to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule, regulation or special condition applicable to the contract or directly or indirectly relating to or resulting from the handling, identification, packaging, labeling, transportation, or disposal of all materials handled or managed by



the contractor shall be borne by the contractor.

- E. The contractor shall conform to and comply with all existing federal, state, and local statutes, laws, rules, regulations, and ordinances, including but not limited to all Levy County codes and regulations. In addition, the work shall be accomplished in accordance with the best management and professional methods and standards of the trade.
- F. The contractor shall be responsible for the provision of adequate and proper safety precautions for both the employees and all persons in or around the work area, and for compliance with all local, State of Florida and Federal statutes and regulations.
- G. All written documentation provided by the contractor to the County shall become the property of the County without restrictions of limitations placed upon its use.
- H. The initial term of any contract resulting from an award of this bid shall be for a period of four (4) years. The initial period may be extended as provided herein. Any contract resulting from an award of this bid may be terminated as provided herein.

## **VII. CONTRACTOR QUALIFICATIONS**

A. The Contractor shall submit with its bid:

- 1. Proof of insurances. A **Certificate of Insurability**, acceptable to the County, shall accompany each bid, in the amounts and types as prescribed herein.
- 2. Drug Free Work Place Certificate: A sworn, notarized **Drug Free Work Place Certificate** must accompany each bid.
- 3. Copies of any license(s)/permits, as required by the State of Florida for the work/services to be performed or materials/goods to be supplied and must include a copy of all required licenses with submission of bid forms. The contractor shall be required to determine if any special or specific license or permit is required for his participation in activities defined in the specifications. The contractor shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 4. Completed bid forms and bid cover sheet.
- 5. Any other documentation required to be submitted by the provisions of this bid.

## **VIII. COUNTY RESPONSIBILITIES/RIGHTS**

A. The County shall be responsible for payment of all County-approved invoices submitted by contractor for work or services performed or materials or goods provided



in accordance with the provisions of this bid and with of Sections 218.70 through 218.79, Florida Statutes, the Local Government Prompt Payment Act.

- B. The County shall review and, if acceptable to County, approve all records and reports provided by the contractor.
- C. All specifications and plans are to be reviewed by the Director of the County Parks and Recreation Department, prior to issuance of the NOTICE TO PROCEED. The contractor shall not begin any work until authorized in writing by the Levy County Board of County Commissioners through the issuance of a purchase order or NOTICE TO PROCEED by the appropriate County representative.
- D. The County reserves the right to reject any and/or all bids; reserves the right to waive any informalities or irregularities in the bids or examination process; reserves the right to select low bid per item; and reserves the right to award bid and or contracts in the best interest of the County

#### **IX. DEFAULT**

Should the originally selected contractor fail to meet the obligations of this bid or the resulting contract, the next lowest bid from a qualified, responsive, responsible bidder adhering to the original terms and conditions of this bid will be awarded. Any failure of the contractor to satisfy the requirements of the County as determined by the County's Parks and Recreation Department Director shall be considered sufficient reason for immediate cancellation by oral means with a confirmation by written means. The County reserves the sole right to cancel this bid or the resulting contract for any reason whatsoever on thirty (30) days written notice to the contractor. Upon mutual agreement by the County, the contractor may cancel with thirty (30) days written notice.

#### **X. BID AWARDS**

- A. This bid will be awarded to the lowest responsible and responsive bidder with the lowest total bid price for bid award purposes. The total price for bid award purposes as indicated on the Bid Response Form shall be the only cost basis utilized to select the successful bidder. All bid prices listed on the bid form shall remain in effect for the duration of the contract resulting from this bid.
- B. Upon award of this bid to the successful bidder, and upon issuance of the Notice to Proceed or purchase order by the County, the County and the successful bidder shall be deemed to have entered into a contract for the services contemplated herein. Such contract shall consist of this bid package, the completed bid forms submitted by the successful bidder (and no other conditions or amendments submitted by the bidder), and the terms and conditions, if any, contained in any Notice to Proceed or purchase order issued by the County.



C. The proposed schedule for bid submittals, reviews and award is as follows:

<b>July 28, 2016</b>	<b>Release of Request for Bids.</b>
<b>August 08, 2016</b>	<b>Proposals due prior to 4:00 p.m. at the Board of County Commissioner's office in the Levy County Courthouse, 355 S. Court Street, Bronson, Florida. Opening will occur at this time. *</b>
<b>August 16, 2016</b>	<b>Request Board of County Commissioner's approval of award of bid and resulting contract. *</b>

\* Denotes public meetings.

## **XI. GOVERNING LAWS AND REGULATIONS**

- A. The bidder is required to be familiar with and shall be responsible for complying with all federal, state and local laws, statutes, ordinances, rules and regulations that in any manner affect the work. The contractor shall comply with all such statutes, laws, ordinances, rules, regulations and code requirements applicable to the work contemplated in the bid. The contractor is presumed to be familiar with all state and local statutes, laws, ordinances, codes, rules and regulations that may affect the work. Lack of knowledge on the part of the contractor will in no way relieve it of responsibility.
- B. A bidder shall furnish such additional information as Levy County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of any bidder as it deems appropriate.
- C. 1. The contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under any contract entered into as a result of this bid.
2. In addition to compliance with any other laws as required by this bid, the contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of the contractor in accordance with the terms of any contract entered into as a result of this bid. Specifically, but not by way of limitation, the contractor shall:
- (i) Keep and maintain public records required by County to perform the service;
  - (ii) Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized



by law for the duration of the term of any contract entered into as a result of this bid and following completion of the services to be provided by the contractor under any such contract if the contractor does not transfer the records to County; and

(iv) Upon completion of the services to be provided under any contract entered into as a result of this bid, transfer, at no cost, to County all public records in possession of the contractor or keep and maintain public records required by County to perform the services. If the contractor transfers all public records to County upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the services, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this bid.

For purposes of this bid, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**

**E-MAIL: [levybocc@levycounty.org](mailto:levybocc@levycounty.org)**

**MAILING ADDRESS: P.O. 310, BRONSON, FL 32621**

## **XII. COMPENSATION**

The contractor will invoice the County upon completion of work performed during or at the end of each hunting season unit. Payment shall be tendered after invoice evaluation and approval, following Federal, State and local guidelines.

## **XIII. INDEMNIFICATION CLAUSE**

The contractor shall defend, indemnify and hold harmless County and all of County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs



which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the contractor, its officers, agents or employees, in performance or non-performance of its obligations under the contract entered into as a result of this bid, or because of the negligence, misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of any third parties that may occur in connection with or during the course of any operations or activities under such contract. The contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the contract entered into as a result of this bid. Compliance with any insurance requirements required elsewhere within the contract shall not relieve the contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this section.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

#### **XIV. DAMAGES**

All items damaged as a result of the contractor's operations, to include, but not be limited to, equipment, buildings, structures, facilities, fencing, sidewalks, curbs, pipes, pavement, concrete, items of landscaping, etc., shall be either repaired or replaced by the contractor, at contractor's sole expense, in a manner prescribed by the County's representative.

#### **XV. PROPRIETARY/CONFIDENTIAL INFORMATION:**

- A. Bidders are hereby notified that all information submitted as part of, or in support of bids, will be available for public inspection after opening of the bids or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes.
- B. All bids submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any bid, in its best interest.

#### **XVI. TAXES**

The County as purchaser of services is exempt from Federal, State and Local government taxes.



**REQUEST FOR BIDS FOR DEVIL'S HAMMOCK WILDLIFE MANAGEMENT  
AREA HUNTER CHECK STATION OPERATION**

**BID COVER SHEET**

<b>Name of Firm, Entity or Organization:</b> <u>DuBois Resources, LLC</u>
<b>Federal Employer Identification Number:</b> <u>26-1958006</u>
<b>Name of Contract Person:</b> <u>Buddy DuBois</u> <b>Title:</b> <u>Owner</u>
<b>Mailing Address:</b> <u>P.O. Box 116</u> <b>City, State, Zip:</b> <u>Cross City, FL. 32628</u> <b>Street Address (if different):</b> <u>358 SE 633<sup>rd</sup> Street Old Town, FL 32680</u> <b>Telephone:</b> <u>352-213-0695</u> <b>Fax:</b> _____ <b>Email:</b> <u>JonesDuBois@aol.com</u>
<b>Organization Structure:</b> <b>Check one:</b> <input checked="" type="checkbox"/> <b>Corporation G X</b> <input type="checkbox"/> <b>Partnership G</b> <input type="checkbox"/> <b>Proprietorship G</b> <b>(Specify Sole Officer - If Applicable)</b> _____ <input type="checkbox"/> <b>Joint Venture G</b> <input type="checkbox"/> <b>Other (explain) G</b> <u>Limited Liability Corporation</u>
<b>If Corporation:</b> <b>Date of Incorporation:</b> <u>02/05/2008</u> <b>State of Incorporation:</b> <u>Florida</u> <b>States registered in as foreign Corporation:</b> _____
<b>The person authorized to sign contracts on behalf of the submitting firm, must fill out information below:</b> <b>Print Name:</b> <u>Buddy DuBois</u> <b>Signature:</b> <u></u> <b>Title:</b> <u>Owner</u> <b>Telephone:</b> <u>352-213-0695</u> <u>352-210-0025</u> <b>Fax:</b> <u>NA</u> <b>Email:</b> <u>JonesDuBois@aol.com</u>



**REQUEST FOR BIDS FOR DEVIL'S HAMMOCK WILDLIFE MANAGEMENT  
AREA HUNTER CHECK STATION OPERATION**

**BID RESPONSE FORM**

**DEVIL'S HAMMOCK WMA BID:**

Cost of 14-day Archery Season Seven Thousand-Seven Hundred Dollars \$7,700 (in letters and figures)

Cost of four-day Family Hunt Two Thousand-Two Hundred Dollars \$2,200 (in letters and figures)

Cost of three-day Muzzleloading Gun Season One Thousand-six hundred and fifty Dollars \$1,650 (in letters and figures)

Cost of first nine days of General Gun Season Four Thousand-Nine Hundred and Fifty Dollars \$4,950 (in letters and figures)

Cost of nine-day Spring Turkey Season Four Thousand-Nine Hundred and Fifty Dollars \$4,950 (in letters and figures)

**BID TOTAL: Twenty-One Thousand-Four Hundred and Fifty Dollars**

**\$ 21,450.00 (in letters and figures)**

Company Name: DuBois Resources, LLA

Address: P.O. Box 116, Cross City, FL. 32628

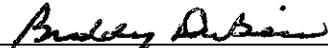
Phone Number: (352) 213-0695

Fax Number: N/A

E-mail Address: JonesDuBois@aol.com

Name of Authorized Company Representative:

Printed: Buddy DuBois

Signed: 

Dated: August 5, 2016



**REQUEST FOR BIDS FOR DEVIL'S HAMMOCK WILDLIFE MANAGEMENT  
AREA HUNTER CHECK STATION OPERATION**

**ADDITIONAL BID FORM ACKNOWLEDGMENTS/CERTIFICATIONS**

**BIDDER/PROPOSER ACKNOWLEDGMENT**

By its signature on the above Bid Response Form, Bidder hereby declares that the Bidder has informed itself fully in regard to all conditions to the work to be done, and that it has examined the bid and specifications for the work, services, materials or goods and comments hereto attached. The Bidder proposes and agrees, if this bid is accepted, to contract with Levy County, Florida, through the Board of County Commissioners, Bronson, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and services necessary to complete the work/services, or provide the materials/goods covered by the bid and contract documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. Actual quantities will be determined upon completion of the work in each phase or conclusion of each period.

**BIDDER/PROPOSER CERTIFICATION**

By its signature on the above Bid Response Form, Bidder hereby certifies that the Bidder has received all addenda as indicated below. I guarantee commencement as requires under the contract and bid documents. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of award will be considered if delivery time or performance times are not met, and that untimely delivery or performance may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and proposed herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this proposal with any other proposers and have not colluded with any other proposers or parties to a bid whatsoever for any fraudulent purpose.

**BIDDER/PROPOSER PUBLIC ENTITY CRIMES STATEMENT**

In accordance with Section 287.133(2)(a), Fla.Stat., "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, proposal, or reply on a contract to provide any goods or services to a



public entity; may not submit a bid, proposal, or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.” By its signature on the above Bid Response Form, Bidder certifies that neither it, nor any of its contractors, suppliers, subcontractors, or consultants with whom bidder may contract for the performance of its services/supply of the goods contemplated in this bid, have been placed on the convicted vendor list for a public entity crime within the time frame set out in such Section 287.133(2)(a), Fla.Stat.

**ADDENDA ACKNOWLEDGMENT (IF APPLICABLE):**

**Acknowledgment of Receipt of Addenda # \_\_\_\_\_, # \_\_\_\_\_**

Signature for Addenda Acknowledgment: \_\_\_\_\_

If not applicable, check here: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR  
BID/PROPOSAL**



## **DRUG FREE WORKPLACE FORM**

The undersigned Bidder in accordance with Section 287.087, Fla. Stat., hereby certifies

that the Bidder DuBois Resources, LLC Owener: Buddy DuBois  
(Name of Bidder)

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



As the person authorize to sign the statement, I certify that this firm complies fully with the above requirements.

NAME OF BIDDER:

DuBois Resources, LLC Owner: Buddy DuBois

Signature: Buddy DuBois

Title: Owner

Date: August 5, 2016

County of LENY

State of Florida

Sworn to and subscribed before me this 5<sup>th</sup> day of August, 2016.

Personally known Personally known - Buddy DuBois or

Produced Identification \_\_\_\_\_

(Specify Type of Identification)

Letha Tiner

Signature of Notary

My Commission Expires On: 1/28/2019



**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR  
BID/PROPOSAL**



LD8000013104

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700116775187

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08 FEB -5 AM 11:06  
FILED  
SECRETARY OF STATE  
TALDHASSE, FLORIDA

Thomas FEB - 6 2008



**COVER LETTER**

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** DuBois Resources LLC  
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Buddy DuBois  
(Name of Person)

DuBois Resources LLC  
(Firm/Company)

PO 116  
(Address)

Cross City FL 32628  
(City/State and Zip Code)

For further information concerning this matter, please call:

Anne G Hodges at (352) 498-7067  
(Name of Person) (Area Code & Daytime Telephone Number)

FILED  
08 FEB -5 AM 11:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Enclosed is a check for the following amount:

- \$125.00 Filing Fee
- \$130.00 Filing Fee & Certificate of Status
- \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**Mailing Address**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street/Courier Address**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is:

DuBois Resources, LLC

(Must end with the words "Limited Liability Company," "L.L.C.," or "LLC.")

**ARTICLE II - Address:**

The mailing address and street address of the principal office of the Limited Liability Company is:

**Principal Office Address:**

187 NE 235 Avenue  
Cross City, FL 32628

**Mailing Address:**

P.O. Box 116  
CROSS CITY, FL 32628

**ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature**

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Buddy DuBois

Name

187 NE 235 Avenue

Florida street address (P.O. Box **NOT** acceptable)

Cross City FL 32628

City, State, and Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..*

Buddy DuBois

Registered Agent's Signature (REQUIRED)

08 FEB -5 AM 11:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

(CONTINUED)



**ARTICLE IV- Manager(s) or Managing Member(s):**

The name and address of each Manager or Managing Member is as follows:

**Title:**

"MGR" = Manager

"MGRM" = Managing Member

**Name and Address:**

MGEM

Buddy DuBois  
187 NE 235 Avenue PO Box 116  
CROSS CITY FL 32628

\_\_\_\_\_  
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FILED  
08 FEB -5 AM 11:06  
SECRETARY OF STATE  
TALAHASSEE, FLORIDA

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: Feb 4, 2008 (OPTIONAL)  
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

**REQUIRED SIGNATURE:**

Buddy DuBois  
Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Buddy DuBois  
Typed or printed name of signee

**Filing Fees:**

- \$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
- \$ 30.00 Certified Copy (Optional)
- \$ 5.00 Certificate of Status (Optional)



**2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L08000013104

**Entity Name:** DUBOIS RESOURCES, LLC

**Current Principal Place of Business:**

358 SE 633RD STEET  
OLD TOWN, FL 32680

**Current Mailing Address:**

358 SE 633RD STREET  
OLD TOWN, FL 32680

**FEI Number:** 26-1958006

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

DUBOIS, BUDDY  
358 SE 633RD STREET  
OLD TOWN , FL 32680 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGRM  
Name DUBOIS, BUDDY  
Address 358 SE 633RD STREET  
City-State-Zip: OLD TOWN FL 32680

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** BUDDY DUBOIS

**OWNER/MANAGER**

**04/01/2016**

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date



*Levy County Board of County Commissioners  
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY

2. MEETING DATE:

August 16, 2016

3. REQUESTED MOTION/ACTION:

Department of Public Safety is requesting approval from the Board and the Chairman's signature on Amendment 3 between Levy County and the Town of Inglis.

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

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

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

Department of Public Safety is requesting approval from the Board and the Chairman's signature on Amendment 3 between Levy County and the Town of Inglis.

The Amendment will provide for additional coverage area, in addition to Fire Districts #1 and #2 for the Town's obligations; additional coverage area is District #3.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER - FINANCE	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES__ NO	YES__ NO	YES__ NO	YES <input checked="" type="checkbox"/> NO	YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



**AMENDMENT 3**

THIS AMENDMENT 3, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County") and TOWN OF INGLIS (hereinafter referred to as "Town").

**RECITALS**

WHEREAS, on May 5, 2006, County and Town entered into an Agreement for fire services for County (herein "Initial Agreement"), which was amended by Amendment to Agreement dated January 9, 2007 (herein "Amendment 1") and by Amendment 2 dated December 8, 2015 (herein "Amendment 2") (such Initial Agreement, Amendment 1 and Amendment 2 hereinafter collectively referred to as "the Agreement"), which Agreement is incorporated herein by this reference; and

WHEREAS, the parties now desire to amend the Agreement to provide for additional coverage area in addition to Fire Districts #1 and #2 for the Town's obligations, which additional coverage area is the definitive area determined by the former Levy County Fire Advisory Board as Fire District #3;

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

1. The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety as terms and conditions of this Amendment 3.

2. Any reference in the Agreement to "Fire District #2" or "Fire District #1 and Fire District #2" shall be amended to read as "Fire District #1, Fire District #2 and Fire District #3".

3. This Amendment 3 shall become effective on October 1, 2016, and shall continue through any renewal term of the Agreement unless otherwise amended or terminated by the parties.

4. All other terms of the Agreement not in conflict with this Amendment 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment 2 as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

ATTEST: Clerk of the Circuit Court  
And Ex Officio Clerk to the Board  
Of County Commissioners

\_\_\_\_\_  
John Meeks, Chair

\_\_\_\_\_  
Danny J. Shipp

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*Anne Bast Brown*  
\_\_\_\_\_  
Anne Bast Brown, County Attorney

TOWN OF INGLIS

ATTEST:

\_\_\_\_\_  
Drinda Merritt, Mayor

\_\_\_\_\_  
Sally McCrainie, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Norm Fugate, Town Attorney