

Levy County Board of County Commissioners
Agenda Item Summary

1. *NAME/ORGANIZATION/TELEPHONE:*

BARBARA SNOW

2. *MEETING DATE:*

10/4/2016

3. *REQUESTED MOTION/ACTION:*

Request placement of a shadow box in Courthouse to represent War Dogs, Veterans, and to honor U.S. War Dog Association based in Levy County, Chapter 2.

4. *Agenda Presentation*

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

Request placement of a shadow box in Courthouse to represent War Dogs, Veterans, and to honor U.S. War Dog Association based in Levy County, Chapter 2.

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:*

FRED MOODY, COUNTY COORDINATOR

2. *MEETING DATE:*

10/4/2016

3. *REQUESTED MOTION/ACTION:*

Request approval of 2017 County Holidays.

4. *Agenda Presentation*

Time Requested: _____

(Request will be granted if possible)

**ALLOTTED TIME NOT
MORE THAN 15 MINUTES**

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

Request approval of 2017 County Holidays.

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:

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Danny Stevens
District 5

MEMORANDUM

To: All County Employees
From: Fred Moody, County Coordinator
Date: 9/6/2016
Subject: 2017 Holidays

The following holidays were approved for 2015.

Holiday	Observed
NEW YEARS DAY(Observed)	Monday, January 2, 2017
MARTIN LUTHER KING, JR. DAY	Monday, January 16, 2017
GOOD FRIDAY	Friday, April 14, 2017
MEMORIAL DAY	Monday, May 29, 2017
INDEPENDENCE DAY	Tuesday, July 4, 2017
LABOR DAY	Monday, September 4, 2017
VETERANS DAY(Observed)	Wednesday, November 10, 2017
THANKSGIVING	Thursday and Friday November 23 & 24, 2017
CHRISTMAS	Friday and Monday December 22 & 25, 2017

ONE FLOATING PERSONAL DAY (to be taken during the calendar year)



Eighth Judicial Circuit of Florida

Alachua, Baker, Bradford, Gilchrist, Levy and Union Counties

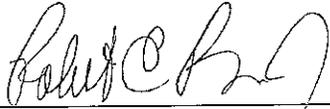
Chambers of
Robert. E. Roundtree, Jr.
Chief Judge

Alachua County Courthouse
Family and Civil Justice Center
201 East University Avenue
Gainesville, Florida 32601
(352) 374-3644
(352) 374-3640 (fax)

Christina Jordan
Judicial Assistant

MEMORANDUM

TO: All Eighth Judicial Circuit Judges, Judicial Assistants, Directors, and Court Staff
William Cervone, State Attorney
Stacy Scott, Public Defender
All Eighth Judicial Circuit Clerks of Court
All Eighth Judicial Circuit Sheriffs

FROM: Robert E. Roundtree, Jr., Chief Judge 

DATE: August 22, 2016

RE: 2017 Eighth Judicial Circuit Holidays

The following 2017 holidays will be observed by the Eighth Judicial Circuit:

New Year's Day (Observed)	Monday, January 2, 2017
Martin Luther King, Jr. Birthday	Monday, January 16, 2017
Good Friday	Friday, April 14, 2017*
Memorial Day	Monday, May 29, 2017
Day before Independence Day	Monday, July 3, 2017**
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Rosh Hashanah	Thursday, September 21, 2017*
Veteran's Day (Observed)	Friday, November 10, 2017
Thanksgiving Day	Thursday, November 23, 2017
Friday after Thanksgiving	Friday, November 24, 2017
Christmas Day	Monday, December 25, 2017

*Rosh Hashanah and Good Friday designated by Chief Judge Roundtree, SCR Personnel Regulation 4.07(3).

**Additional discretionary holiday chosen by Chief Judge Roundtree, SCR Personnel Regulation 4.07(2).

Article 9 - Holidays

Section 1 Holidays Observed - The following days shall be considered holidays and paid for as such at the employee's straight time hourly rate.

New Years Day

Memorial Day (last Monday in May)

Martin Luther King Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (observed the last workday before Christmas)

Christmas

One (1) floating Personal Day (to be taken during the calendar year. The Personal Day shall not be considered a holiday for the purpose of computing overtime.

Section 2 Weekend Holiday - Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided the employees who work on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on a Saturday or Sunday.

Levy County Board of County Commissioners
Agenda Item Summary

1. *NAME/ORGANIZATION/TELEPHONE:*
FRED MOODY, COUNTY COORDINATOR

2. *MEETING DATE:*
10/4/2016

3. *REQUESTED MOTION/ACTION:*

Request Approval of Resolution 2016-061 Certifying that Levy County meets criteria for reduction of department of environmental protection and water management district fees.

4. *Agenda Presentation*

Time Requested: _____

(Request will be granted if possible)

**ALLOTTED TIME NOT
MORE THAN 15 MINUTES**

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

Request Approval of Resolution 2016-061 Certifying that Levy County meets criteria for reduction of department of environmental protection and water management district fees.

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 NUMBER
2016-061**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF LEVY COUNTY, FLORIDA,
CERTIFYING THAT LEVY COUNTY MEETS CRITERIA FOR
REDUCTION OF DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND WATER MANAGEMENT DISTRICT
FEES**

WHEREAS, Section 218.075, Florida Statutes, allows reduction of Department Of Environmental Protection and Water Management District permit processing fees for counties with a population of 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000, and for other local government or governmental entities; and

WHEREAS, the Governing Board of the Suwannee River Water Management District has adopted section 40B-1.706, Florida Administrative Code, in part to implement Section 218.075, Florida Statutes, regarding reduction of fees; and

WHEREAS, Levy County has a population of 40,448; and

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

1. Levy County hereby certifies that it qualifies for the permit processing fee reduction allowed pursuant to Section 218.075, Florida Statutes, for the Fiscal Year October 1, 2016, through September 30, 2017, due to the following factors:

- a) Levy County's per capita taxable value of \$39,612 is less than the statewide average of \$75,941 for the current fiscal year; and
- b) Levy County's percentage of assessed property value that is exempt from ad valorem of 33.27% is higher than the statewide average of 22.63%; and
- c) Levy County has an ad valorem operating millage rate of 9.0000 for the Fiscal Year October 1, 2016 through September 30, 2017, which is greater than 8 mills.

These factors are supported by data supplied by the Florida Department of Revenue and actions by the Board of County Commissioners.

2. Levy County does hereby request that the Department of Environmental Protection, Suwannee River Water Management District, and the Southwest Florida Water

Management District waive their permitting fees for Levy County for public purpose projects or reduce their permitting fees to an amount not to exceed \$100 per permit for the 2016-2017 Fiscal Year.

3. The Clerk of the Circuit Court, and Ex-Officio Clerk to the Board, is hereby directed to forward a copy of this resolution to the Department of Environmental Protection, the Suwannee River Water Management District, and the Southwest Florida Water Management District.

PASSED AND ADOPTED THIS the 4th day of October, 2016.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

ATTEST:
CLERK OF THE CIRCUIT COURT
AND EX OFFICIO TO THE BOARD

John Meeks, Chair

Danny J. Shipp, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney



FLORIDA

Executive
Director
Leon M. Biegalski

September 13, 2016

Susan Haines
Office of the County Attorney
612 East Hathaway Avenue
Bronson, FL 32621

LEVY COUNTY

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>Levy County</u>	<u>Florida</u>
Total Just Value	3,196,031,148	2,249,560,039,706
Total Assessed Value	2,401,000,747	1,932,797,508,590
Taxable Value	1,602,234,509	1,495,400,306,053
Exempt Amount	798,766,238	437,397,202,537
Population	40,448	19,691,538
Per Capita Taxable Value Average	39,612	75,941
Percentage of Assessed Value Exempt from Taxation	33.27%	22.63%
Millage	8.2741	

Sources: "Ad Valorem Data Book 2015" (DOR) and "Florida Estimates of Populations 2015" (BEBR)

Please contact either Lizette Kelly at 850-617-8865 or KellyLiz@dor.state.fl.us or Kate Beggs at 850-617-8860 or BeggsK@dor.state.fl.us if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

kb

Levy County Board of County Commissioners

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Benny Jerrels, Director, Solid Waste Department

2. MEETING DATE:

October 4, 2016

3. REQUESTED MOTION/ACTION: Approve purchase of Used 826 Caterpillar Compactor utilizing Small County Consolidated Grant Funds.

4. AGENDA

Presentation
time requested

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

Budget Action: None Required

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

(Request will be granted if

Detailed analysis attached?: Yes ___ No ___ Budget Officer approval

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

The Compactor will be reimbursed with the annual grant we receive from the State.

This is an annual and recurring grant. The grant is in the amount of \$90,909, for the 2016-2017 Small County Consolidated Grant Agreement for State Assistance.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

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

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

7. COMMISSION ACTION:

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

MATT WELDON, DIRECTOR - PARKS & RECREATION - 486-5127

2. MEETING DATE:

10/04/2016

3. REQUESTED MOTION/ACTION:

SIGNING OF THE ANNUAL STATE ASSISTANCE AGREEMENT with LEVY COUNTY BOARD of COMMISSIONERS on behalf of LEVY COUNTY MOSQUITO CONTROL.

4. Agenda Presentation

Time Requested: 10

minutes

(Request will be granted if possible)

ALLOTTED TIME NOT

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

REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes No BUDGET OFFICER APPROVAL DATE

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

REQUESTING PERMISSION FROM THE BOARD FOR THE DIRECTOR OF MOSQUITO CONTROL TO SIGN THE 2016-2017 AGREEMENT FOR FINANCIAL ASSISTANCE FOR THE COUNTIES ARTHROPOD/MOSQUITO CONTROL PROGRAM WITH THE FLORIDA DEPT OF AGRICULTURE & CONSUMER SERVICES. A YEARLY PROCEDURE.

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 <u>X</u> No	YES <u> </u> No	YES <u> </u> No	YES <u> </u> No	YES <u> </u> No	YES <u> </u> No

8. COMMISSION ACTION:

 APPROVED

 DENIED

 DEFERRED DATE TO BRING BACK:

 OTHER SPECIFY:

DIVISION OF AGRICULTURAL
ENVIRONMENTAL SERVICES
(850) 617-7900



THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

September 14, 2016

RECEIVED

SEP 16 2016

Matt Weldon, Director
Levy County Mosquito Control
620 North Hathaway Avenue
Bronson, Florida 32621

Dear Matt:

Enclosed are two copies of the FY 2016 - 2017 Mosquito Control contract. Please sign both copies for each contract, retain a copy for your records, and return the other signed original to the address below:

Stacey D. Reese
Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
Office the Director Contracts Section
3125 Conner Boulevard Suite F
Tallahassee, Florida 32399-1650
(850) 617-7971
Stacey.Reese@FreshFromFlorida.com

Sincerely,

Stacey D. Reese
Administrative Assistant II

Enclosures



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

CONTRACT #

023804

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Levy County Mosquito Control, acting on the behalf of Levy County Board of County Commissioners, the RECIPIENT.

CONTRACT PERIOD: October 1, 2016 to September 30, 2017

SCOPE OF WORK: The RECIPIENT agrees to provide the following services:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

DELIVERABLES: The RECIPIENT must provide the following quantifiable, measureable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

- A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than July 15, 2017 as part of the application/re-application process for state aid for fiscal year 2017-2018. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.

- B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than September 30, 2016. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget

amendment on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 07/13) must be submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in non-budgeted accounts.

- C. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for State Funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
- D. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for all state funds that are expended and reported on the form "Mosquito Control Monthly Report" for State Funds (FDACS-13650, Rev. 07/13).
- E. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
- F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for required 25% matching local funds as detailed in Rule Chapter 5E-13.030, Florida Administrative Code that are expended and reported on the form "Mosquito Control Monthly Report" for Local Funds (FDACS-13663, Rev. 07/13).
- G. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month.
- H. Submit one copy to the DEPARTMENT of each financial reporting package containing Nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports,

management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of The State of Florida to be necessary.

I. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

J. This Agreement shall be executed and returned to the Department no later than October 1, 2016.

Intellectual property is subject to the following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services: N/A

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed \$31,540.00 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in section 112.061, Florida Statutes, governing payments by the state for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a RECIPIENT due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

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

Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the RECIPIENT to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

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

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

The RECIPIENT must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed:

- A. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.
- B. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

Subject to the requirements of section 216.347, Florida Statutes, a state agency, a water management district or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch or a state agency.

There are uniform state audit requirements for state financial assistance provided by state agencies to nonstate entities to carry out state projects in accordance with and subject to requirements of section 215.97, Florida Statutes, which may be applicable to and binding upon RECIPIENT. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

- A. In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such RECIPIENT, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- B. Audits conducted pursuant to section 215.97, Florida Statutes, shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C. Regardless of the amount of the state financial assistance, the provisions of section 215.97, Florida Statutes, do not exempt a nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- D. If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If the nonstate entity does not meet the threshold requiring the state single audit, such nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision 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).
- E. Each state awarding agency shall:
- (1) Provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of section 215.97, Florida Statutes.
 - (2) Require the RECIPIENT, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient

records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

(3) Notify the RECIPIENT that section 215.97, Florida Statutes, does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

(4) Be provided by RECIPIENT one copy of each financial reporting package prepared in accordance with the requirements of section 215.97, Florida Statutes. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of section 215.97, Florida Statutes. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

(a) The Florida Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Auditor General's Office at the following
address:

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

F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance

with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- G. The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- H. The RECIPIENT shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- I. The RECIPIENT agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- J. The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- K. Any funds paid in excess of the amount to which the RECIPIENT is entitled under this Agreement must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by

contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

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

The RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The RECIPIENT is informed that the employment of unauthorized aliens by any RECIPIENT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The RECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not award or perform work as a RECIPIENT, supplier, subRECIPIENT, or consultant under contract with any public entity, and may not transact business with any public entity.

The RECIPIENT will comply with section 20.055, Florida Statutes.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any division or bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

Special Conditions: See attachment _____ or N/A N/A

The Contract Manager for the DEPARTMENT is Stacey Dallis Reese, Agricultural Environmental Services, Office of the Director, Contracts Section, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399.

The Contract Manager for the RECIPIENT is Matt Weldon, Director, 620 North Hathaway Avenue, Bronson, Florida 32621.

State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, CSFA: 42.003 - \$ 31,540.00

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistant (title and number).

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT
Levy County Mosquito Control



Signature



Signature

Director of Administration
Title

Director
Title

9-13-16
Date

9-20-16
Date

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

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:
October 4, 2016

3. REQUESTED MOTION/ACTION

A) RATIFY HURRICANE HERMINE 2016-066 LOCAL STATE OF EMERGENCY DECLARATION.

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

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

FOR POTENTIAL REIMBURSEMENT RECOVERY COSTS FROM HURRICANE HERMINE.

DEPARTMENT DIRECTOR	OTHER	OTHER	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:

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Danny Stevens
District 5

Instrument # 617809
OR BK: 1400 PG: 748-1pg(s)
REC:9/28/2016 9:19 AM
Danny J. Shipp, Levy County Clerk, Florida
Rec: \$10.00

EMERGENCY DECLARATION 2016-066

Deputy Clerk MBASS

WHEREAS, Levy County has potential to suffer impacts from the severe flooding, rain, storm surge and wind from Tropical Storm Hermine/Hurricane Hermine; and

WHEREAS, said County is expected to continue to suffer from the effects of flooding, rain, storm surge and wind for some undefined period of time; and

WHEREAS, damage to homes, businesses, agricultural operations, boating, fishing, travel, and other activities and facilities, due to severe flooding, heavy rain; and wind, is projected which will cause severe transportation problems; and

WHEREAS, these conditions constitute a potential life threatening situation for the citizens and visitors to Levy County; and

WHEREAS, these conditions constitute a potential for property damage to property of Levy County; and

WHEREAS, the conditions constitute a potential for economic losses to the aquaculture and agriculture industry in Levy County; and

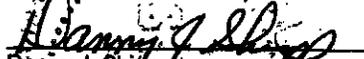
NOW THEREFORE, BE IT THEREFORE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY:

That the Levy County Board of County Commissioners hereby declares that a Local State of Emergency exists in Levy County and that all County Departments are authorized and requested to provide any life saving assistance necessary under the authority of Florida Statutes, Chapter 252 and the Levy County Comprehensive Emergency Management Plan; and

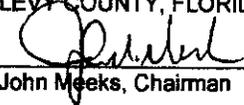
As provided in Chapter 252, Florida Statutes, all normal formalities related to procurement, hours of employment of County employees, notice provisions and other procedures usually followed or required by law are hereby waived.

ENACTED this 28th day of September, 2016 and ratified the 4th day of October, 2016.

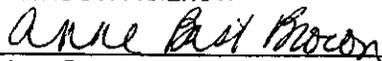
ATTEST:
CLERK OF THE CIRCUIT COURT
AND EX OFFICIO TO THE BOARD


Danny J. Shipp

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA


John Meeks, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Anne Bast Brown, County Attorney **R**

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P.O. Box 310 Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
e-mail: levybocc@circuit8.org Website: Levycounty.org

