



# BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"  
Bishop**  
District 1

**Eugene Hall**  
District 2, Vice-Chair

**Hines F. Boyd**  
District 3

**Betsy Barfield**  
District 4

**Stephen Walker**  
District 5, Chair

**Regular Session Agenda  
July 19, 2016 at the Courthouse Annex  
435 W. Walnut St. Monticello, FL 32344**

- 1. After Workshop (Approx. 7 PM) – Call to Order, Invocation, Pledge of Allegiance**
- 2. Public Announcements, Presentations, & Awards**
- 3. Consent Agenda**
  - a) Approval of Agenda**
  - b) Minutes of July 5, 2016 Regular Session**
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
- 5. General Business**
  - a) CDBG Housing Plans/Bid Tabs – David Fox/Parrish Barwick**
  - b) Mosquito Control Annual Report/Budget Submittal – Parrish Barwick**
  - c) Library Private Funding Grant Program for Literacy Development – Natalie Binder**
  - d) SCRAP/CIGP Project Resolutions – Kirk Reams**
  - e) Game Changer Letter of Intent – EDC/Julie Conley**
- 6. County Coordinator**
- 7. Commissioner Discussion Items**
- 8. Adjourn**

From the manual "Government in the Sunshine", page 40:

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**Kirk Reams**  
Clerk of Courts

**Parrish Barwick**  
County Coordinator

**T. Buckingham Bird**  
County Attorney

**ITEM 3**

**CONSENT AGENDA ITEMS**

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR SESSION  
July 5, 2016

The Board met this date in regular session. Present were Chairman Stephen Walker, Commissioners Betsy Barfield, Benjamin “Benny” Bishop, Hines Boyd and Gene Hall. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Commissioner Bishop led the invocation and Pledge of Allegiance.
2. Myra Tedder, from Marion County, presented a local road assessment plan for maintenance, building and road improvement. She also discussed various funding mechanization for road improvements.
3. **On motion by Commissioner Barfield, seconded by Commissioner Boyd and unanimously carried, the consent agenda—consisting of the approval of the agenda and the minutes of the June 21<sup>st</sup>, 2016 Regular Session—was approved.**
4. Dr. Ann Holt, with Main Street, stated she would be providing a letter at a future meeting regarding Main Street’s budgetary needs for upcoming fiscal year 2016/2017.
5. Citizen Phil Calandra stated his desire to explore possible funding for fireworks next year. John Nelson, who assisted on raising money for the fireworks this year, stated that there were not enough donations to have the 4<sup>th</sup> of July fireworks show this year.
6. Commissioner Boyd introduced the Game Changer investor 50% partnership proposal. He stated that the Smith family had offered to be 50% partners in lieu of donating the land for the facility. After the presentation, the Board discussed the new proposal and gave citizens the opportunity to speak on this project as well as ask questions to the Board and developers. **Commissioner Boyd made a motion to approve and sign the letter of intent to move forward with the 50% partnership, to which Commissioner Hall seconded for discussion. The motion failed 2 to 3 (Barfield, Bishop and Walker opposed),**
7. Attorney Scott Shirley introduced the Game Changer referendum resolution and presented a draft of this resolution. After Board discussion, several modifications were noted that needed to be made. **On motion by Commissioner Barfield, seconded by Commissioner Bishop and unanimously carried, the Board instructed Attorney Shirley to make the approved changes and provide verbiage to Supervisor of Elections Marty Bishop for inclusion on the August 30<sup>th</sup> primary ballot.**
8. The Board set the first of three workshops on the Game Changer project for August 19<sup>th</sup> at 6 pm, with the regular Board meeting immediately afterward.

9. Clerk of Court Finance Director Charles Culp stated the County budget discussions were beginning for County Fiscal Year 2016-2017 and that the Clerk's Office would be providing budget worksheets to the respective departments within the next week. He also requested budget workshops on July 21<sup>st</sup> at 6 pm, July 28<sup>th</sup> at 6 pm and August 4<sup>th</sup> at 6 pm.
10. The warrant register was reviewed and bills ordered paid.
11. **On motion by Commissioner Barfield, seconded by Commissioner Bishop and unanimously carried, the meeting was adjourned.**

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

**ITEM 5(a)**

**CDBG HOUSING PLANS/BID TABS**

**JEFFERSON COUNTY  
County Commission  
AGENDA ITEM SUMMARY**

**MEETING DATE:** July 19, 2016

**PRESENTER:** David Fox - Fred Fox Enterprises, Inc.

**BACKGROUND:** Jefferson County has been awarded a \$ 700,000.00 CDBG (Community Development Block Grant) in the Housing Rehabilitation Category to repair or replace a minimum of Ten (10) Low to Moderate Income (LMI -below 80% of area median income) owner occupied homes located in Unincorporated Jefferson County. Two (2) of the Ten (10) Homes rehabilitated under the City of Winter Garden CDBG Housing Program must be Very Low Income (VLI –below 30% of area median income) and Four (4) of the Ten (10) homes rehabilitated must be Low to Moderate income 50% (LMI 50% –between 31% and 50 % of area median income).

Jefferson County has committed \$ 75,000.00 of SHIP Funds as leverage in this project.

Jefferson County has hired Fred Fox Enterprises, Inc. to assist in the Administration of the County’s CDBG Housing Grant.

**AGENDA ITEM#:** \_\_\_\_\_ - CDBG Housing Grant #15DB-OJ-02-43-01-H20

1. CDBG Housing Grant Rehab Bid Group #1

**AWARD RECOMMENDATION #1:**

*Fred Fox Enterprises is currently recommending the CDBG bid award of rehabilitation of the following homes to the low bidder Sterling Pearson Construction*

*The bid notice was advertised in the Tallahassee Democrat; four construction firms were represented at the mandatory pre-bid meeting.*

*Awards are contingent upon DEO approval and site specific environmental release*

**Rehab Homes-**

<u>Owner</u>	<u>Contractor</u>	<u>Bid Amount</u>
1. <b>Florette Jones 646 Bethune</b>	<b>Sterling Pearson Const</b>	<b><u>CDBG - \$ 48,750.00</u></b>
		Base Bid \$ 46,650.00
		Garage door Alt #1 \$ 2,100.00
2. <b>Eulee Cuyler 86 Subdivision Rd</b>	<b>Sterling Pearson Const</b>	<b>CDBG- \$ 12,457.00</b>

<p><b>3. Israel &amp; Janie Lawrence 683 Watermill Rd</b></p>	<p><b>Sterling Pearson Const</b></p>	<p><b><u>\$ 51,590.00</u></b>  <b>CDBG- \$ 16,590.00</b>  <b>SHIP - \$ 35,000.00</b></p>
<p><b>4. Lutrelle Ervin 1107 Nash Rd</b></p>	<p><b>Sterling Pearson Const</b></p>	<p><b><u>\$ 65,130.00</u></b>  <b>CDBG- \$ 25,130.00</b>  <b>SHIP - \$ 40,000.00</b></p>

**AWARD RECOMMENDATION #2:**

*Fred Fox Enterprises is currently recommending the CDBG bid award of rehabilitation of the following homes to the single bidder Florida Homes*

*The bid notice was advertised in the Tallahassee Democrat; four construction firms were represented at the mandatory pre-bid meeting.*

*Awards are contingent upon DEO approval and site specific environmental release*

**Rehab Homes-**

<u>Owner</u>	<u>Contractor</u>	<u>Bid Amount</u>
<p><b>5. Mary Miller 234 Parkway Pines- Blvd</b></p>	<p><b>Florida Homes Single Bidder</b></p>	<p><b>CDBG- \$ 46,706.00</b></p>
<p><b>6. Mary Eulee 3691 Thompson- Valley Rd</b></p>	<p><b>Florida Homes Single Bidder</b></p>	<p><b>CDBG- \$ 40,646.00</b></p>

**AWARD RECOMMENDATION #3:**

*Fred Fox Enterprises is currently recommending the CDBG bid award of demolition/replacement of the following home to the low qualified bidder Florida Homes*

*The bid notice was advertised in the Tallahassee Democrat; four construction firms were represented at the mandatory pre-bid meeting.*

*Awards are contingent upon DEO approval and site specific environmental release*

*Record needs to reflect that the BCC understands that the low bid exceeds the Housing Assistance Plan maximum replacement amount of \$ 67,000.00 but agrees with the project managers recommendation to award the contract to low qualified bidder.*

**Demo/Replacement Home-**

<u>Owner</u>	<u>Contractor</u>	<u>Bid Amount</u>
7. Elizabeth Mays Jones 1070 Mays Rd New Home \$ 65,221	Florida Homes	<u>CDBG- \$ 69,721.00</u> Demo- \$ 4,500.00 New Home - \$ 65,221.00

*Applicants have been prequalified and meet the CDBG Program requirements.*

*Contractors recommended for award have been prequalified and have been determined to be licensed and are not on the excluded parties list for government projects*

*All recommended bids are within 15% of FFE's cost estimate*



**JEFFERSON COUNTY -CDBG HOUSING GRANT REHABILITATION/REPLACEMENT BID PACKAGE #1 - BID TAB**

Date: June 6, 2016 Time: 2:15 P.M.

Company	REHAB	Florette Jones 185 Subdivision Rd Base Bid	Florette Jones 185 Subdivision Rd Alternate #1 Garage Door	Florette Jones 185 Subdivision Rd Alternate #2 Ramp	Florette Jones 185 Subdivision Rd Base + Alternate #1	REHAB	Eulee Cuyler 86 Subdivision Rd Base Bid	REHAB	Israel & Janie Lawrence 683 Watermill Rd Base Bid	REHAB	Lutrelle Ervin 1107 Nash Rd Base Bid
Florida Homes		\$ 51,835.00	\$ 1,644.00	\$ 700.00	\$ 53,479.00		\$ 19,340.00		\$ 81,910.00		\$ 88,537.00
Central Florida Renovations		No Bid	No Bid	No Bid	No Bid		No Bid		No Bid		No Bid
Pearson Construction		<b>\$ 46,650.00</b>	<b>\$ 2,100.00</b>	<b>\$ 4,000.00</b>	<b>\$ 48,750.00</b>		<b>\$ 12,457.00</b>		<b>\$ 51,590.00</b>		<b>\$ 65,130.00</b>
Bernexis Const.		No Bid	No Bid	No Bid	No Bid		No Bid		No Bid		No Bid
FFE COST ESTIMATE		\$ 44,870.00	\$ 1,800.00	\$ 2,500.00	\$ 46,670.00		\$ 12,830.00		\$ 59,610.00		\$ 67,065.00

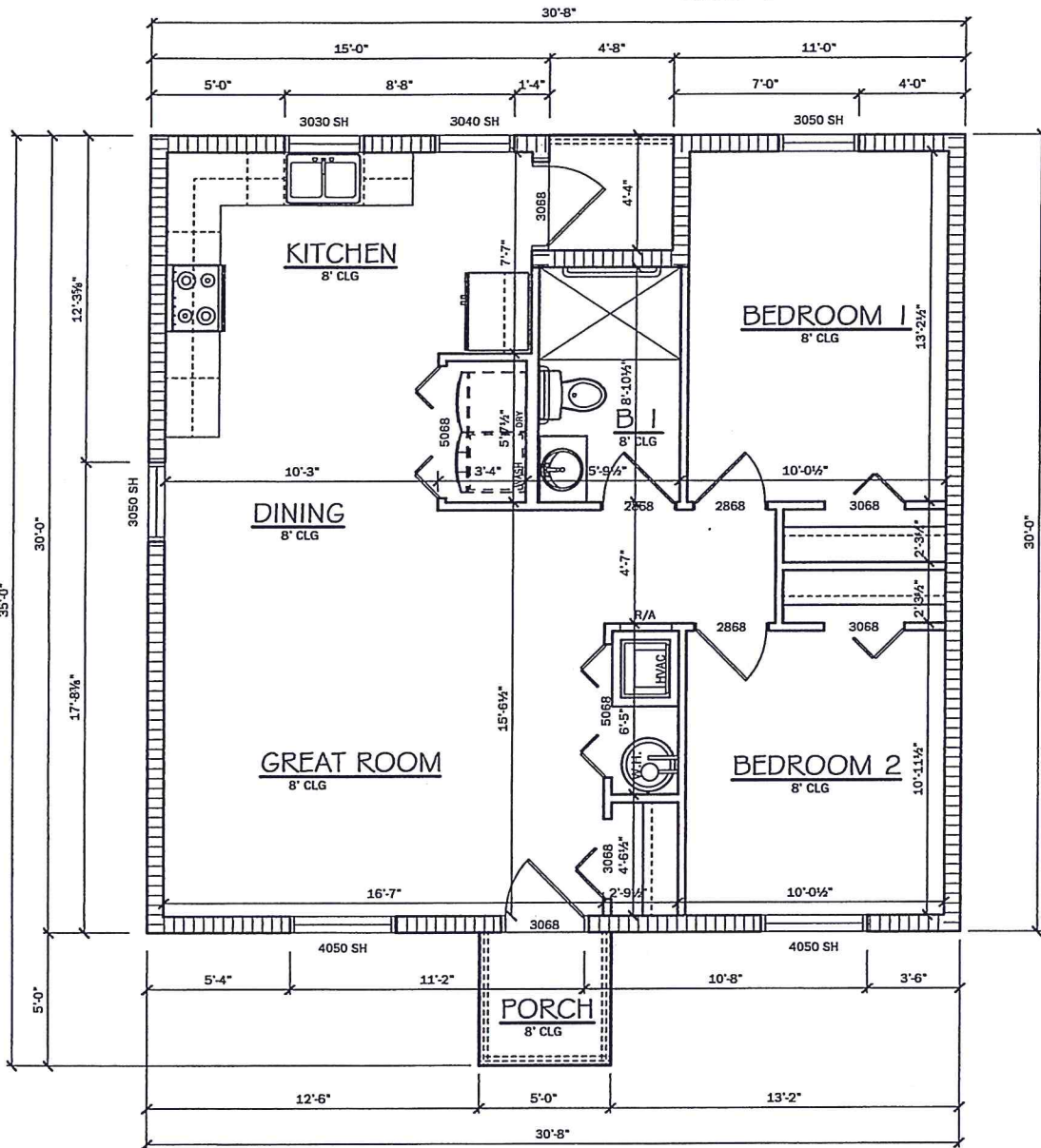
**Florette Jones (185 Subdivision Rd) has requested the Alternate #2 Handicap ramp not be addressed, she said she currently does not need a ramp**

Company	REHAB Mary Miller 234 Parkway Pines Blvd Base Bid	REHAB Theola scott & Carlene Cherry 33 Curtis Mills Rd Base Bid	REHAB Mary Eulee 3691 Thompson valley Rd Base Bid	REPLACEMENT Elizabeth May Jones 1070 Mays Rd Base Bid	Elizabeth May Jones 1070 Mays Rd Demo Bid	Elizabeth May Jones 1070 Mays Rd Total Bid
Florida Homes	\$ 46,706.00	<i>Bid Postponed</i>	\$ 40,646.00	\$ 65,221.00	\$ 4,500.00	\$ 69,721.00
Central Florida Renovations	No Bid	<i>Bid Postponed</i>	No Bid	\$ 95,500.00	\$ 5,800.00	\$ 101,300.00
Pearson Construction	No Bid	<i>Bid Postponed</i>	No Bid	\$ 7,485.00 Bid Withdrawn	\$ 5,875.00 Bid Withdrawn	\$ 13,360.00 Bid Withdrawn
Bernexis Const.	No Bid	<i>Bid Postponed</i>	No Bid			
FFE COST ESTIMATE	\$ 40,660.00		\$ 38,860.00	\$ 72,000.00	\$ 4,000.00	\$ 76,000.00



**FRONT ELEVATION**

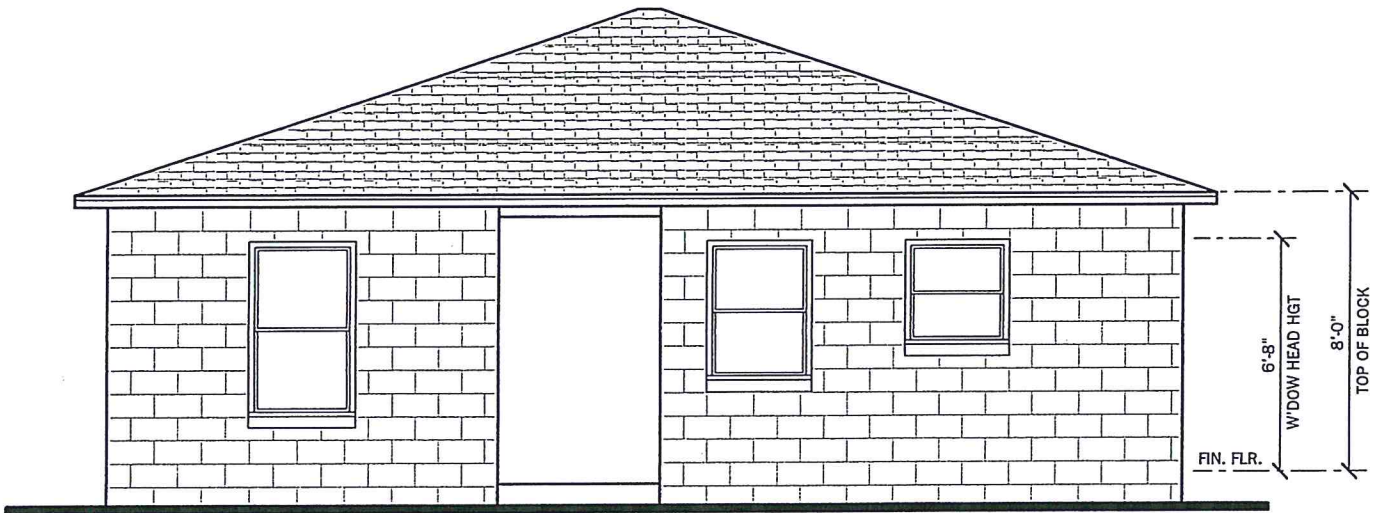
SCALE: 1/4" = 1'-0"



**FLOOR PLAN**

SCALE: 1/4" = 1'-0"

AREA CALCULATIONS	
TOTAL LIVING	900 S.F.
FRONT PORCH	25 S.F.
REAR STOOP	20 S.F.
TOTAL AREA UNDER ROOF	945 S.F.



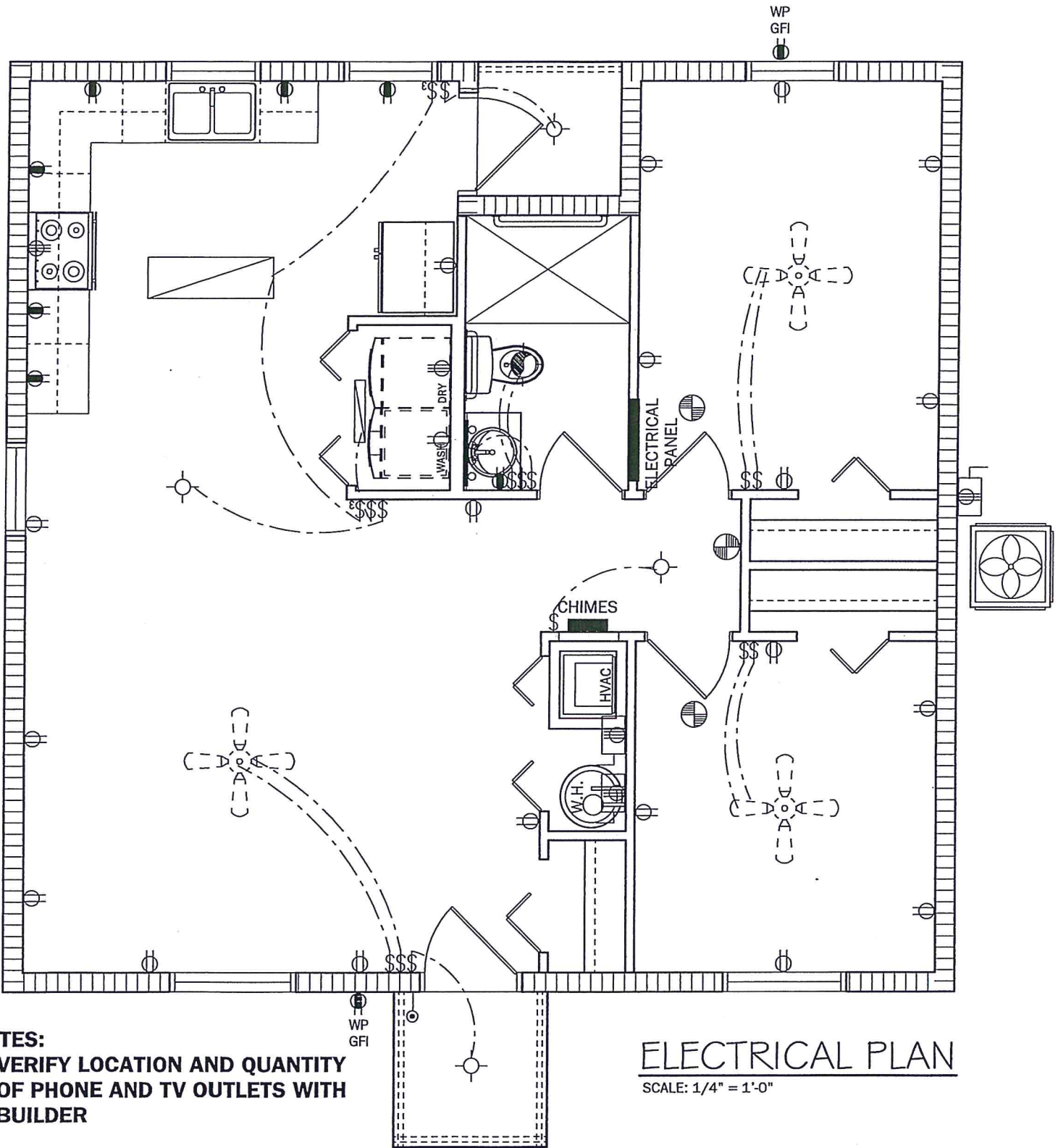
REAR ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



**NOTES:**  
1. VERIFY LOCATION AND QUANTITY OF PHONE AND TV OUTLETS WITH BUILDER

**ELECTRICAL PLAN**  
SCALE: 1/4" = 1'-0"

**ITEM 5(b)**

**MOSQUITO CONTROL  
ANNUAL REPORT/BUDGET SUBMITTAL**





ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Agricultural/Environmental Services

DETAILED WORK PLAN BUDGET - ARthropod CONTROL

Section 386.341, F.S. and F.S. 386.341(2) and (3), F.A.C.  
Telephone Number (850) 617-7999

FOR COUNTY OR  
DISTRICT USE ONLY

Submit to:  
County Administrator  
3125 Colonial Blvd. Bldg. 101  
Tallahassee, FL 32309

RECOMMENDED OR APPROVAL DATE: \_\_\_\_\_

FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016  
ENDING SEPTEMBER 30, 2017

PREPARED BY: Parish Barwick

DATE: 7/1/2016

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

DATE: 7/5/2016

Stephen Walker, Chairman

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

PAGE 1 OF 4

APPROVED BY: Mosquito Control Program

DATE: \_\_\_\_\_

COUNTY OR DISTRICT: Jefferson

ADDRESS: 3000 N. GULF BLVD. SUITE 300  
TALLAHASSEE, FL 32309

DATE: 7/5/2016

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

DATE: \_\_\_\_\_

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM/ELEMENTS
334	State Grant			\$ 32,487.65		\$ 32,487.65			
362	Equipment Rentals								
337	Grants and Donations								
361	Interest Earnings								
364	Equipment and/or Other Sales								
369	Miscellaneous (photo, expenditures)								
380	Other Sources								
389	Loans								



ADARH JUDHMAN  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

DETAILED WORKPLAN BUDGET - ARTHROPOD CONTROL

Section 888.141, F.S. and §§ 8002.01 and 801.10, F.A.C.  
Telephone Number: (850) 917-7200

FOR COUNTY OR DISTRICT USE ONLY  
Submit to: Mosquito Control Program  
3125 Commissioner Blvd S  
Tallahassee, FL 32309

RECOMMENDED FOR APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016  
ENDING SEPTEMBER 30, 2017

PREPARED BY: Parrish Barwick

DATE: 7/1/2016

APPROVED BY: Stephen Walker, Chairman  
DATE: 7/15/2016  
Chairman, Board of County Commissioners

COUNTY AND DISTRICT: Jefferson  
Authority: Chapter 388, F.S.

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
10	Personal Services								
12	Parrish Barwick, Director	600	\$6.89	\$ 9,000.00		\$ 9,000.00			
12	Diana Bullock, Admin. Assistant	500	17.97	\$ 5,000.00		\$ 5,000.00			
12	Steven "Bear" Register	500	15.00	\$ 7,500.00	\$ 7,500.00				
12	Jacob Gray	200	15.00	\$3,000	\$ 3,000.00				
12	Jodie McDonald	200	15.00	\$3,000	\$ 3,000.00				
12	Marvin Edwards	200	15.00	\$3,000	\$ 3,000.00				
	TOTAL PERSONAL SERVICES			\$ 30,500.00	\$ 16,500.00	\$ 14,000.00			
20	Personal Services Benefits								
21	FICA 7.65%			\$ 1,262.25	\$ 1,262.25				
22	Retirement Contribution 9.85%			\$ 1,626.25	\$ 1,626.25				
24	Workers Comp 13.39%			\$ 2,209.35	\$ 2,209.35				
	TOTAL PERSONAL SERVICES BENEFITS			\$ 5,096.85	\$ 5,096.85				
30	Operating Expense								
40	Travel/Per diem								
41	Communication Serv			\$ 2,200.00	\$ 2,200.00				
42	Freight Services								
43	Utility Service			\$ 2,500.00	\$ 2,500.00				
44	Rentals & Leases								
45	Insurance								
46	Repairs/Maintenance								
46.2	Maint. Equipment Automotive			\$ 2,000.00		\$ 2,000.00			
46.4	Maint. Equipment Other			\$ 1,500.00		\$ 1,500.00			
46.6	Materials for Maint. Of Equipment			\$ 1,000.00		\$ 1,000.00			
47	Printing and Binding								







Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

**DETAILED WORK PLAN BUDGET - ARthropoD CONTROL**

Section 389.34(1), F.S. and 6E-6.0020, Item (9), F.A.C.  
Telephone Number (850) 677-9355

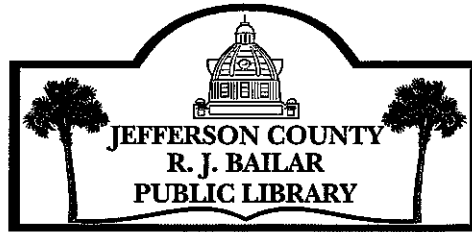
**FOR COUNTY OR  
DISTRICT USE ONLY**

Submit to:  
Mosquito Control Program  
3129 Connor Blvd., 8996

ACCOUNT	TITLE	PERIOD FOR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM			GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
					LOCAL	STATE	FEDERAL			
<div style="float: right; width: 100px;"> <b>RECOMMENDED BY:</b> APPROVAL:   <b>DATE:</b>   <b>APPROVED BY:</b> Mosquito Control Program   <b>DATE:</b>   <b>FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016</b>   <b>ENDING SEPTEMBER 30, 2017</b>   <b>COUNTY OR DISTRICT:</b> Jefferson County   <small>ADDITIONAL COUNTY COMMISSIONERS</small> </div> <div style="float: left; width: 100px;"> <b>PREPARED BY:</b> Parrish Barwick   <b>DATE:</b> 7/12/2016   <b>APPROVED BY:</b> Stephen Walker, Chairman   <b>DATE:</b> 7/6/2016   <small>COUNTY BOARD OF COMMISSIONERS</small> </div>										
<b>PAGE 4 OF 4</b>										
0.001	Reserves - Future Capital Outlay									
0.002	Reserves - Self Insurance									
0.003	Reserves - Cash Balance to be Carried Forward									
0.004	Reserves - Sick and Annual Leave Transfer Out									

**ITEM 5(c)**

**LIBRARY PRIVATE FUNDING GRANT  
PROGRAM FOR LITERACY DEVELOPMENT**



July 12, 2016

Dear County Commissioners & Coordinator:

In 2015, the library was offered a grant of substantial funds from an anonymous private donor, represented by the legal firm Burns & Levinson and their attorney, Robert Nowak. The donor hoped to support a new literacy program, provided the library could create a plan and budget for the funds over 3-4 years.

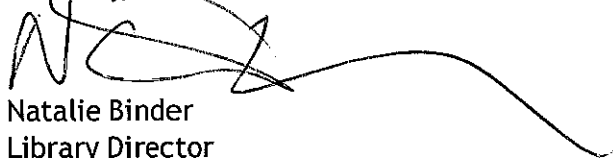
In order to ensure that the donor's funds would be used effectively, I researched high quality literacy programs nationwide, and was pleased to discover that one of these programs is located in Florida. It is the Florida Institute of Education (FIE), a practice-based research center housed at the University of North Florida (UNF). FIE has been involved in literacy research for over 30 years, has worked with counties similar to ours before, and has strong, peer-reviewed evidence of measurable success in improving literacy.

Library staff and FIE worked together to develop a plan for Jefferson County that focuses on ensuring that young children have the literacy skills necessary to succeed when they start school. The plan—the details of which are attached—includes new curriculum and classroom support for participating daycare centers; a literacy mentoring program; and community events that support both children and parents as they build literacy skills. This plan met with the donor's approval, and they agreed to move forward with a offer of \$453,000, expended over 3 years, to establish and support it.

The library is seeking acceptance of the grant agreement and the authorization to expend the first round of funding (\$75,000) in this fiscal year in order to begin implementation. With the approval of the donor, unspent funds may be rolled over into the 2016-2017 fiscal year. Following this initial investment, the program (the "Jefferson County Literacy Alliance") will receive annual financial support at the beginning of each fiscal year. In addition to the direct impact, during this time, we will work to build capacity so the program can continue after 2019. Combined with library's central role in the community, and the academic expertise of FIE, these funds should have a measurable approach on early literacy and school readiness in Jefferson County.

Thank you for your time and consideration.

Sincerely,



Natalie Binder  
Library Director

**Grant Award Agreement Draft 05-20-16**  
**Jefferson County Literary Alliance**  
FOR DISCUSSION PURPOSES

Burns & Levinson LLP  
(Letterhead)

[Date], 2016

**Jefferson County Literary Alliance**  
c/o Jefferson County R.J. Bailar Public Library  
Natalie Binder  
375 S. Water St  
Monticello, FL 32344

Re: Grant Award Agreement

Dear Ms. Binder:

I represent a charitable foundation that wishes to remain anonymous. The Board of Trustees of the Foundation, which will be referred to herein as “the Grantor”, is pleased to inform you that it has approved a grant to the Jefferson County R.J. Bailar Public Library (JCPL) , referred to herein as “the Grantee,” in the amount of \$453,000 (the “Grant”), pursuant to the terms and conditions set forth herein.

In order to maintain the anonymity of the Grantor, the grant award will be distributed from a funding account under my signature. All communications and reports required below by the Grantor should be sent directly to me.

The Grantor and the Jefferson County Literary Alliance (the “Grantee”) hereby agree as follows:

1. **Purpose of the Grant.** The Grantee shall expend the Grant solely and exclusively for the purpose of conducting literacy programs which shall be operated by the Jefferson County Literacy Alliance, a library-administered literacy program in Jefferson County, Florida. The Grantee shall expend the Grant as set forth in the Budget attached hereto as Schedule A and incorporated herein. The Budget authorizes payment for travel and lodging expenses but only as reimbursement to Florida Institute of Education personnel for travel to and from Jefferson County not to exceed \$7,000 per year for the period of the Grant.
2. **Payment and Grant Period.** The Grantor shall pay the Grant to the Grantee in four allocations, the first installment occurring immediately upon the Grantee’s acceptance of the terms of this Grant Award Agreement. The Grant funds will be paid as follows, provided that the Grantee is in compliance with the terms and conditions of this agreement at the time of the payment, including fully meeting the reporting requirements set forth below:

<b>Amount:</b>	<b>Date:</b>
\$75,000	Upon signing of this Agreement by Grantee
\$150,000	October 1, 2016
\$150,000	October 1, 2017
\$78,000	October 1, 2018

3. **Rollover of Funds.** While the Grantor intends that the Grant allocations be fully expended on literacy programs during each fiscal year of the Grant, the Grantor understands that permitting rollover of a small portion of Grant Funds will allow the Grantee more flexibility year-to-year. Thus, if the Grantee wishes to roll over Grant Funds from one fiscal year to the next, the Grantee shall provide a written request to the Grantor at least sixty days prior to the end of the fiscal year seeking permission to rollover a specified amount of Grant Funds. The Grantor will likely accede to the Grantee's request but reserves the right to receive a refund of the unexpended portion of that year's allocation from the Grantee or apply the rollover to the next year's allocation.
4. **Return of Unused Funds and Termination of Grant** Any funds not expended for the purposes of the Grant shall be returned to the Grantor. Should the Grantor determine that any Grant funds have been expended for any other purpose, the Grantor shall have the right to withhold any remaining Grant payments and receive repayment of funds used for any other purpose not specified in this Agreement. Either party may terminate this agreement without penalty if the Grantee is unwilling or unable to fulfill the grant requirements, or if unforeseen circumstances require the end of the program. If this Agreement is terminated by either party, any remaining Grant funds will be returned to the Grantor within ninety (90) days.
5. **Grant Restrictions.** The Grant is intended solely to supplement municipal and any other appropriations and may not be used to supplant or in any way replace General Fund or regular budgetary appropriations of the County of Jefferson, State of Florida or any other funding authority. Should the Grantor determine that appropriations to the Jefferson County R.J. Bailar Public Library are being reduced in consideration of this Grant Award then the Grantor may terminate the Grant, acting in its sole discretion, at any time.
6. **Legal and Fiduciary Authority.** The Grantee shall be given full and complete legal and fiduciary authority and responsibility for the Grant and shall have full and sole signatory authority for any account into which Grant funds are deposited. Natalie Binder, the Director of the Jefferson County R.J. Bailar Public Library or her successor, shall have signatory authority for distributing Grant funds.
7. **Accounts.** The Grantee shall deposit Grant payments into one or more accounts over which it has sole legal and signatory authority, and from which amounts may be expended solely for Grant purposes. Such accounts may also hold grants from other grantors for the purposes of this Grant. No Grant funds may be held in County of Jefferson accounts or any other accounts

controlled by County of Jefferson officials or their designees, nor may any Grant funds be intermingled with other municipal funds.

8. **Prohibited Activities.** The Grant shall be expended exclusively for charitable, scientific, literary, or educational purposes as defined under Internal Revenue Code § 501(c)(3). Grant funds may not be used to influence legislation or the outcome of any election, to carry on a voter registration drive, to make grants to individuals for study, or otherwise to inure to the private benefit of any individual.
9. **Reports.** The Grantee agrees to provide a narrative and financial report to the Grantor within sixty days of the close of each fiscal year in which Grant funds are received and/or expended. The reports will describe compliance with the terms of the Grant and progress made in accomplishing the purposes of the Grant, and will provide financial information detailing Grant expenditures. A final report will be submitted to the Grantor within sixty days of completion of the project or activities for which the grant is awarded. All such reports shall be signed by an authorized representative of the Grantee.
10. **Site Visits.** At Grantor's request, Grantee agrees to allow representatives of Grantor to visit the site of the activities for which Grant funds are expended, for the purpose of confirming use of Grant funds for approved purposes under this Agreement.
11. **Records Maintenance and Inspection.** The Grantee shall maintain, for a period of at least four years after the Grant funds are expended, separate records with respect to the receipt and expenditure of Grant funds. The Grantee shall make its books and records available to the Grantor. The Grantor may monitor and conduct an evaluation of operations under this Grant, discuss the program with Grantee personnel and review financial and other records and materials connected with the activities financed by this Grant.
12. **Force Majeure.** Grantor shall not be obligated to make Grant payments under this Agreement if unable to do so by virtue of circumstances beyond its control, including, but not limited to, a lack of available funds, inability to access funds, or so-called Acts of God.

Monticello Public Library  
Grant Award Agreement  
[Date], 2016  
Page 4

If this Agreement meets with your approval and you accept the above terms, kindly signify your acceptance by signing both enclosed originals and returning one original to me.

Sincerely,

Mark Nowak, Esq.  
Burns & Levinson LLP

**Accepted and Agreed To:**

*[Jefferson County Literary Alliance]*

By: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_

4843-2044-0882.1



DRAFT

# Jefferson County Literacy Alliance



*a collaborative proposal by*  
the Jefferson County R.J. Bailar Public Library  
*and the*  
Florida Institute of Education  
at the University of North Florida

Fall 2015



## Current Status

According to the FLDOE website (most recent data reported 2013-2014)

23% of Jefferson County children entering kindergarten were rated "not ready" by the state-developed FAIR assessment

39% of Jefferson County grade 3 children attending Jefferson elementary schools, scored satisfactory or above on FCAT 2.0 and the Florida Alternative Assessment (FAA) in Reading

36% of Jefferson County grade 4 children attending Jefferson elementary schools, scored satisfactory or above on FCAT 2.0 and the Florida Alternative Assessment (FAA) in Reading

34% of Jefferson County grade 5 children attending Jefferson elementary schools, scored satisfactory or above on FCAT 2.0 and the Florida Alternative Assessment (FAA) in Reading

## Challenges We Face

- ★ Raising Reading Achievement for every Jefferson County Child
- ★ Making Reading a Core Value in Our Community
- ★ Strengthening the School Readiness Sector and Improving the Early Literacy Outcomes of Jefferson County's Young Children

## Step 2

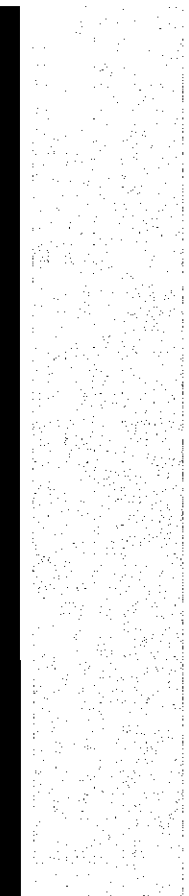
Recruit and hire a R.J. Bailar Public Library *Jefferson County Literacy Alliance* Facilitator who will work with FIE staff and *Alliance* partners to implement all project activities. The Facilitator will be trained by FIE and (a) serve as the on-site coach for partner preschool and PreK teachers implementing early literacy curricula; (b) recruit and train SEEDS reading mentors; (c) develop and implement a distribution plan for mothers of new born children; and (d) assist FIE in implementing a fall and spring assessment.

## Step 3

Establish a *Jefferson County Literacy Alliance Implementation Team* that initially includes representatives from anchor partner organizations and charged with providing feedback to the proposed *Alliance* action plan, monitoring implementation, overcoming implementation barriers, and developing a long-term sustainability plan.

## Step 4

Plan and implement a strategy to monitor and assess progress.



## Approach and Next Steps

To achieve the shared goals, a three-pronged approach is proposed:

- strengthen early literacy experience of Jefferson County children enrolled in child care centers,
- provide additional literacy experience for Jefferson County young children using OWL mentors; and
- engage families in their children's literacy growth.

### Step 1

Work with the Florida Institute of Education (FIE) to establish a *Jefferson County Literacy Alliance* with the R. J. Bailar Public Library serving as the anchor partner, and inviting community-based childcare centers, Head Start programs, and Jefferson County Public School PreK programs to come together to strengthen children's early literacy knowledge and skills by:

- |  |   |
|--|---|
| <p><b>Community Awareness</b></p> <ol style="list-style-type: none"> <li>Planning and implementing the <i>Jefferson County Literacy Alliance Kickoff</i> and a strategy for keeping the community apprised of progress;</li> </ol> | <p><b>Inside the Classroom</b></p> <ol style="list-style-type: none"> <li>Implementing <i>ELLM/Plus</i>, an evidence-based early literacy curriculum, in Alliance partner preschool and prekindergarten classrooms;</li> <li>Implementing <i>ELLM</i> early literacy curriculum in Alliance partner infant and toddler classrooms;</li> </ol> |
|--|---|

### Classroom Support

- Implementing *Standards-Based Educational Experiences Delivery System* (SEEDS) by the Oral and Written Language (OWL) Mentors, an early literacy mentoring program, in the *Alliance Partner* preschool and PreK classrooms;
- Implementing the *A, B, C, simple as 1, 2, 3 Family Reading Program*, developed by FIE and hosted by the R. J. Bailar Public Library, held at the Opera House; Jefferson County families would be invited to become Literacy Partners by participating in a four-week family-focused storytelling experience that includes dinner, story-telling, interactive "stretch" experiences, and take-home books – all using a dual capacity-building framework (home and school) that helps families become engaged in their children's literacy growth at home; and
- Providing moms of new born babies with *Bringing Baby Home*, an easy-to-read guide to help ensure their babies thrive and learn during the first year; providing babies with their first book (for parents to read to their children).

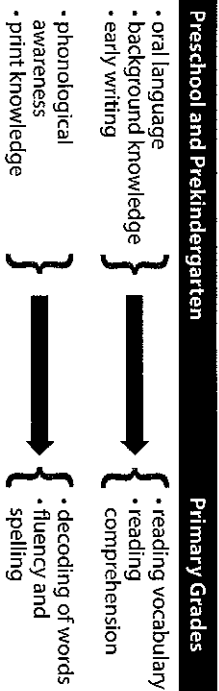
## What We Know

Research *does not point* to any one "breakthrough" intervention, but to a group of strategies that if implemented routinely will improve children's early literacy readiness and reading achievement outcomes.

*High quality* preschool classroom strategies that maximize the extent to which children benefit academically and socially include:

- Quality adult-child and child-child interactions
- Relevant content that predicts readiness for school
- Learning experiences that take advantage of recent brain research
- Use of a balance of teaching strategies—explicit instruction, teachers modeling expected outcomes, supporting children's practice, and promoting independent mastery
- Use of flexible groupings of children for learning that include one-to-one, small group and large group
- Use of both informal and formal assessment to guide instruction and assess progress
- Help children develop social and emotional competence including understanding emotions, behavioral and emotion regulation, and initiating and maintaining positive engagement with their peers

*A focus on early literacy* helps young children lay the foundation for future success in school and beyond



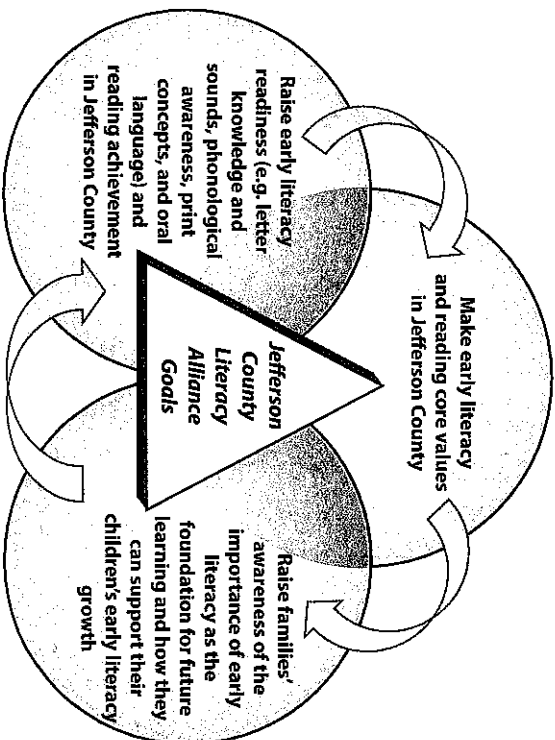
## What Matters

- ★ Teaching quality, leadership, and a continuing support infrastructure matter
  - ★ Use of an evidence-based curriculum with a focus on early literacy matters
  - ★ Early environments, experiences, and nurturing relationships matter—both inside and outside the home
  - ★ Community engagement matters
  - ★ Working in collaboration matters
  - ★ Ongoing practitioner/researcher collaboration matters
- No single entity working in isolation can succeed. It takes the combined efforts—*strong family, practitioner, researcher, and community partnerships*—with shared commitment for the long haul to succeed.

## A Proposed Partnership Agenda

In response to the readiness and reading challenges faced by Jefferson County, the Florida Institute of Education (FIE) proposes to partner with the R.J. Balilar Public Library to implement a three-year collaborative initiative to:

### Proposed Goals



**JEFFERSON COUNTY R.J. BAILLAR PUBLIC LIBRARY EARLY LEARNING ALLIANCE  
PROPOSED BUDGET**

	YEAR 1	YEAR 2	YEAR 3	TOTAL PROPOSED COST
<b>TOTAL PROPOSED COSTS</b>	<b>\$186,907</b>	<b>\$120,178</b>	<b>\$119,984</b>	<b>\$427,069</b>
	(\$119,708 (FIE))	(\$67,199 (Library))	(\$47,331 (FIE))	(\$213,248 (FIE))
	(\$67,199 (Library))	(\$72,847 (Library))	(\$73,775 (Library))	(\$213,821 (Library))
<b>R.J. BAILLAR PUBLIC LIBRARY</b>				
<b>I. Personnel Costs</b>				
1. Full-time Early Literacy Alliance Facilitator	\$45,500	\$45,410	\$47,338	
<b>II. Curriculum Materials</b>				
ELLM/Plus classroom library/books; Infant & Toddler books and CDE; SEEDS book sets and learning materials.	\$12,229	\$0	\$0	
<b>III. Other Learning Materials/Support</b>				
- Alliance Kick-off (Yrs 1, 2 & 3);	\$1,750	\$17,243	\$17,243	
- ABC, 1,2,3 (Yrs 2 & 3)(e.g., materials, take-home books, storyeller and travel)				
- Books for Jefferson County babies (Yrs 1, 2 & 3)				
<b>IV. Training Materials</b>				
SEEDS (Yrs 2 & 3)	\$0	\$190	\$190	
<b>V. Logistical Support</b>				
- Alliance Kick-Off/ food (Yrs 1, 2 & 3) and Take-Home Flyer (Yrs 2 & 3)	\$7,720	\$9,004	\$9,004	
- ABC, 1,2,3 food (Yrs 1, 2 & 3) and Take-Home Flyer (Yrs 2 & 3)				
<b>FLORIDA INSTITUTE OF EDUCATION</b>	<b>\$67,199</b>	<b>\$72,847</b>	<b>\$73,775</b>	
<b>I. Personnel Costs</b>				
FIE Researchers/Trainers	\$40,880	\$19,600	\$19,040	
Travel to/from Jefferson County	\$15,608	\$8,116	\$7,627	
<b>II. Curriculum Materials</b>				
ELLM/Plus, Infant and Toddler, SEEDS	\$21,287	\$0	\$0	
<b>III. Other Learning Materials/Support</b>				
- ABC, 1,2,3: Storyteller and travel to/from Jefferson County, preparation materials and graphics/admin support, Hands-on Experiences materials and Take-Home books, (Yr 1);	\$17,018	\$1,525	\$1,525	
- Bringing Baby Home books (Yrs 1, 2 & 3)				
- FIE supplies/copying (Yrs 1, 2 & 3)				
<b>IV. Training Materials</b>				
- ELLM/Plus; Infant & Toddler (Yrs 1, 2 & 3)	\$1,480	\$1,290	\$1,290	
- SEEDS (Yr 1)				
<b>V. Logistical Support</b>				
- Alliance Kick-Off/ Take-home Flyer (Yr 1)	\$1,932	\$0	\$0	
- ABC, 1,2,3 Take-Home Flyer (Yr 1)				
<b>VI. Assessment</b>				
- Fall/Spring child assessments	\$13,724	\$13,724	\$13,724	
- Reports				
<b>VII. Auxiliary Fee</b>				
6.5% UNF Auxiliary Fee	\$7,779	\$3,076	\$3,003	
<b>FLORIDA INSTITUTE OF EDUCATION SUBTOTAL</b>	<b>\$119,708</b>	<b>\$47,331</b>	<b>\$46,209</b>	

**ITEM 5(d)**

**SCRAP/CIGP PROJECT RESOLUTIONS**

**COUNTY INCENTIVE GRANT PROGRAM AGREEMENT  
(County Letting)**

Financial Project No.: 43518515401  
Catalog of State Financial Assistance No. 55.008  
COUNTY: Jefferson

This County Incentive Grant Program (CIGP) Agreement, hereinafter referred to as the "AGREEMENT", by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and Jefferson County, hereinafter referred to as the "COUNTY."

**RECITALS**

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this AGREEMENT; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 43518515401 for resurfacing Beth Page Road from State Road 59 to County Road 259, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement;

WHEREAS, the recitals set forth above are true and correct and are deemed to be restated herein.

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

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: resurfacing Beth Page Road from State Road 59 to County Road 259, as further described in Exhibit A (Scope of Services) attached hereto and made a part hereof.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing (Exhibit E, Notice of Completion).

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including PROJECT budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the PROJECT.

E. For projects located on the State Highway System, the COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

F. For projects located on the State Highway System, the PROJECT will be designed and constructed in accordance with all current DEPARTMENT specifications and standards. The construction engineering and inspection (CEI) services will be provided (when required by specifications) by personnel meeting the requirements of the

DEPARTMENT’S Construction Training and Qualification Program. The COUNTY may chose to satisfy this requirement by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet these requirements, or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

G. The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the current Standard Specifications for Road and Bridge Construction.

H. The COUNTY shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

I. The COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without prior written consent of the DEPARTMENT.

J. All notices under this AGREEMENT shall be directed to the following addresses:

<b>TO DEPARTMENT:</b>	<b>TO COUNTY:</b>
Florida Department of Transportation	Jefferson County Board of County Commissioners
Program Management	
1074 Highway 90	1 Courthouse Circle
Chipley, FLorida 32428	Monticello, Florida 32345

**2. TERM**

A. The term of this AGREEMENT shall begin upon the date of signature of the last party to sign. The COUNTY agrees to complete the PROJECT in accordance with the schedule described and contained in Exhibit B (Schedule of Services) attached hereto and made a part hereof. If the COUNTY does not complete or maintain the project in accordance with the schedule, the DEPARTMENT may terminate this AGREEMENT unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

B. This AGREEMENT shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this AGREEMENT.

**3. COMPENSATION AND PAYMENT**

A. The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT pursuant to 339.2817, F. S. The parties agree that the estimated total PROJECT costs are 1,010,808.00 (\$1,010,808.00). The parties further agree that the DEPARTMENT’s maximum participation is Five hundred five thousand four hundred four dollars (\$505,404.00) and all remaining costs of the PROJECT will be borne by the COUNTY. These amounts are outlined in Exhibit C (Schedule of Funding) attached hereto and made a part hereof.

- i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:
  - monthly, or
  - quarterly, or
  - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in Exhibit D attached hereto and made a part hereof.



iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services and Project Plans when approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed as specified in Section 1. F. was met, and that the criteria for evaluating successful completion as specified in Section 1. B. was met.

vi) The COUNTY may receive progress payments for deliverables based on the contractor's Schedule of Values (**Schedule of Values would only apply to a construction project**) and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

vii) All costs charged to the Project by the COUNTY shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. Within thirty (30) days after completion of the work authorized by this AGREEMENT, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, (Exhibit E, Notice of Completion). The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are noted from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

D. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receipt of the invoice and receipt, inspection, and approval of the goods or services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

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

F. If this AGREEMENT involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

G. The DEPARTMENT's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

H. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

I. Travel costs will not be reimbursed.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this

individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

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

M. It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in 129.06 Florida Statutes, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for Section 129.07 Florida Statutes.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, consultant or subconsultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **4. INDEMNITY AND INSURANCE**

A. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this AGREEMENT, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

B. The COUNTY hereby agrees to defend, indemnify, save and hold harmless the DEPARTMENT, including its officers, agents and employees, from all suits, actions, claims, demands, damages and liabilities of any nature whatsoever arising out of any intentional, negligent, or wrongful act(s) or omission(s) by the COUNTY, including its agents, employees, contractors, subcontractors, consultants or subconsultants, which occur or are alleged to have occurred in connection with the PROJECT. This provision does not apply to the extent any such acts or omissions are made by the DEPARTMENT. This paragraph shall not be construed as a waiver of either party's sovereign immunity.

#### **C. LIABILITY INSURANCE.**

The COUNTY shall cause the DEPARTMENT to be an Additional Insured on any and all liability policies which provide coverage for tort liability to the COUNTY in connection with its operations relating to the PROJECT. The COUNTY shall furnish evidence of such coverage to the DEPARTMENT prior to the commencement of such operations in the form of an ACORD Certificate of Liability Insurance together with copies of any and all applicable Additional Insured endorsements. In the event the COUNTY has no such insurance coverage but instead maintains a self-insurance fund to cover such liabilities, the COUNTY agrees it shall disclose to the DEPARTMENT the amount of such self-insurance available.

The COUNTY shall require any and all contractors, subcontractors, consultants and subconsultants it may enter agreements with in connection with the PROJECT to cause the DEPARTMENT to be made an Additional Insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants and subconsultants for their operations relating to the PROJECT.

D. WORKERS' COMPENSATION. The COUNTY shall also carry, and cause any contractors, subcontractors consultants and subconsultants it may enter agreements with in connection with the PROJECT to carry, Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.

E. The COUNTY shall forward, within 5 (five) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in paragraphs B - D above and which affect or potentially affect such coverage available to the DEPARTMENT.

## 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this AGREEMENT.

C. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. AUDIT

A. The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

### B. MONITORING

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

### C. FEDERAL AUDITS

i) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit F to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT, if applicable. 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. 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.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

v) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

#### D. STATE AUDITS

i) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit F to this agreement indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT, if applicable. 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, 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.

iii) In connection with the audit requirements addressed in sub-paragraph i) 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.

iv) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the 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).

v) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

#### E. OTHER AUDIT REQUIREMENTS

i) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

ii) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Comptroller, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

## F. REPORT SUBMISSION

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) 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 at each of the following addresses:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

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

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 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.

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT and conducted in accordance with OMB Circular A-133, as revised, is **not** required to be submitted to the DEPARTMENT for 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 the following:

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

a) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address: (Insert mailing address(es) of office(s) responsible for program oversight)

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the following:

a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

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

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the DEPARTMENT at the following address:

a) The DEPARTMENT at each of the following addresses: (Insert mailing address(es) of office(s) responsible for program oversight)

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

v) Any reports, management letter, or other information required to be submitted to the DEPARTMENT 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.

vi) Recipients, when submitting financial reporting packages to the DEPARTMENT 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.

#### G. RECORD RETENTION

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

#### 7. TERMINATION AND DEFAULT

A. This AGREEMENT may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.

D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

#### 8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this AGREEMENT shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in full force and effect provided that the part of this AGREEMENT thus invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.

F. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Jefferson County, Florida.

G. This AGREEMENT shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 7.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this AGREEMENT through its District Secretary for District Three, Florida Department of Transportation, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Jefferson COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF **COUNTY COMMISSIONERS**

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DISTRICT SECRETARY DISTRICT THREE

NAME: \_\_\_\_\_

DOT Legal Review:

\_\_\_\_\_

Availability of Funds Approval:

\_\_\_\_\_

(Date)



**Exhibit A**  
**SCOPE OF SERVICES**

Resurfacing Beth Page Road from State Road 59 to County Road 259  
FPID 43518515401

This project will consist of resurfacing approximately 1.3 miles of existing roadway on Beth Page Road from State Road 59 to County Road 259. It will also include providing signage, striping and minor drainage improvements. In addition, safety improvements to the intersections of Beth Page Road at State Road 59 and County Road 259.

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

The Agency must provide a set of signed and sealed plans, scope of services, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to authorization to advertise. If Right-of-way activities become apparent, begin coordination with the Department at once.

Prior to award, the Agency must submit the name of the lowest responsible/responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. The Agency must have Department concurrence prior to advertising for construction services.

The Agency is required to send the preliminary schedule from the contractor.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

**Exhibit B**  
**SCHEDULE OF SERVICES**

- I. Design to be completed on or before May 1, 2017.
- II. Construction contract to be let on or before July 1, 2017.
- III. Construction to be completed on or before December 31, 2017.

**Exhibit C**  
**SCHEDULE OF FUNDING**

**Exhibit D**  
**PROVISIONS FOR ADVANCED PAYMENTS (If Applicable)**  
(Reference section 3 A. ii, in AGREEMENT)

- A. The DEPARTMENT agrees to pay an amount of \$\_\_\_\_\_ which is equal to 15% of the DEPARTMENT's maximum participation of the estimate of the cost of the PROJECT.
- B. The advanced amount shall be paid to the COUNTY after execution of this AGREEMENT and within the fiscal year of the project funding in the DEPARTMENT'S Adopted Work Program as of the date of execution.
- C. The amount advanced after execution shall be applied toward latter months payments or at the completion of the PROJECT.
- D. The COUNTY will submit an invoice for the advance.
- E. Any unexpended funds remaining at the conclusion/termination of the AGREEMENT shall be returned to the DEPARTMENT within \_\_\_ days of the completion/termination of the project.

Exhibit E  
**NOTICE OF COMPLETION**

JOINT PARTICIPATION AGREEMENT  
Between  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
and the (Jefferson), Florida

PROJECT DISCRPTION resurfacing Beth Page Road from State Road 59 to County Road 259  
FINANCIAL MANAGEMENT ID# 43518515401

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_.

(COUNTY Jefferson, Florida)

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

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**ENGINEER’S CERTIFICATION OF SUBSTANTIAL COMPLIANCE**

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in substantial compliance with the PROJECT construction plans and specifications.

SEAL:

By: \_\_\_\_\_, P.E.  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit F  
AUDIT**

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:  
Catalog of Federal Domestic Assistance: (Number & Title)  
Amount: \_\_\_\_\_

Compliance Requirements

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

STATE RESOURCES

Agency: Florida Department of Transportation  
Catalog of State Financial Assistance: County Incentive Grant Program (55.008)  
Amount: \$505,404.00

Compliance Requirements

The PROJECT must:

- 1. be a facility. CIGP funds cannot be used for operational expenses.
- 2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
- 3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
- 4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).\*
- 5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.\*

\*If the PROJECT is not in these plans, it must be amended into them within six months of application.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit F be provided to the recipient.

**EXHIBIT "C"**

**SCHEDULE OF FUNDING**

FINANCIAL PROJECT NO 43518515401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Jefferson County referenced by the above Financial Project Number.

Schedule of Funding:

	FY <u>2017</u>	FY _____	FY _____	TOTAL
<b>I. TOTAL PROJECT COST:</b>	\$1,010,808	\$	\$	\$
Design	\$ 50,540	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 439,694	\$	\$	\$
CEI	\$ 15,170	\$	\$	\$
<b>II. PARTICIPATION:</b>				
Maximum Department Participation	(50%) or \$505,404	(__%) or \$	(__%) \$	(__%) \$
Local Participation	(__%) or \$	(__%) or \$	(__%) or \$	(__%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
<b>TOTAL PROJECT COST:</b>	\$1,010,808	\$	\$	\$



# BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827  
435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny" Bishop**  
District 1

**Gene Hall**  
District 2

**Hines F. Boyd**  
District 3

**Betsy Barfield**  
District 4

**Stephen Walker**  
District 5

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION #2016-071916-01

**WHEREAS**, Jefferson County’s Beth Page Road is in need of repairs, and

**WHEREAS**, Jefferson County does not have the funds to pay for the entire amount of repairs/improvements, and

**WHEREAS**, the County Incentive Grant Program(CIGP) has been created by Section 339.2817, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, and

**WHEREAS**, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 43518515401 for costs directly related to resurfacing of Beth Page Road, from SR 59 (Gamble Rd.) to the CR 259 (Waukeenah Hwy.), hereinafter referred to as the “Project”,

**NOW, THEREFORE**, the Jefferson County Board of County Commissioners accepts the financial assistance offered by the Florida Department of Transportation, and authorized the Chairman of the Board to execute the “County Incentive Grant Program Agreement” related to the project.

**DONE THIS 19<sup>th</sup> DAY OF July, 2016.**

\_\_\_\_\_  
Stephen Walker, Chair

Attest: \_\_\_\_\_  
Kirk B. Reams, Clerk



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

Financial Project No.: 43519315401  
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Jefferson \_\_\_\_\_ County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 43519315401, for costs directly related to the resurfacing or reconstruction of Freeman Road from County Road 259 (Waukeelah Highway) to State Road 57, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall

expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

Florida Department of Transportation  
Program Management  
1074 Highway 90  
Chipley Florida 32428

**TO COUNTY:**

Jefferson County BOCC  
1 Courthouse Circle  
Monticello, Florida 32344

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before July 1, 2017.
- ii) Construction to be completed on or before December 31, 2017.

B. The COUNTY agrees to complete the PROJECT on or before December 31, 2017. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3. COMPENSATION AND PAYMENT**

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of \$916,000.00.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- monthly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit \_\_\_\_\_, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

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

S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

#### 4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

## 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget (“OMB”) Circular A-133 and Section 215.97, Florida Statutes, as revised (see “AUDITS” below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT’S Office of Inspector General (“OIG”) and Florida’s Chief Financial Officer (“CFO”) or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY 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 the CFO; and Chapters 10.550 (local government 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 COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY 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 agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY 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 non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

- a. The DEPARTMENT at the following address:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- 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

- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

- a. The DEPARTMENT at the following address:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT 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 COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

## 7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

## 8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

H. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

*The remainder of this page intentionally left blank.*



IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Jefferson COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DISTRICT SECRETARY  
DISTRICT \_\_\_\_\_

District Construction/Maintenance  
Engineer Approval:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_

Availability of Funds  
Approval:

\_\_\_\_\_  
(Date)

## EXHIBIT A

**FEDERAL** and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

### FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

#### Compliance Requirements

- 1.
- 2.
- 3.

### STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.016	916,000.00

#### Compliance Requirements

- 1.
- 2.
- 3.

#### Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

#### Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY.

## **EXHIBIT "B"**

### **SCOPE OF SERVICES**

Resurfacing of Freeman Road from County Road 259 (Waukeelah Highway) to State Road 57  
FPID 43519315401

This project will resurface approximately 2.46 miles of Freeman Road from County Road 259 to US 19. Signage, striping, minor drainage improvements, and safety improvements at the intersections of Freeman Road and County Road 259 and at US 19 will also be provided.

#### **AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

The Agency must provide a set of signed and sealed plans, scope of services, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to authorization to advertise. If Right-of-way activities become apparent, begin coordination with the Department at once.

Prior to award, the Agency must submit the name of the lowest responsible/responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. The Agency must have Department concurrence prior to advertising for construction services.

The Agency is required to send the preliminary schedule from the contractor.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

**EXHIBIT "C"**

**DELIVERABLES**

FINANCIAL PROJECT NO. 43519315401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Jefferson County referenced by the above Financial Project Number.

Schedule of Funding:

	FY <u>2017</u>	FY _____	FY _____	TOTAL
<b>I. TOTAL PROJECT COST:</b>	\$1,236,722	\$	\$	\$
Design	\$ 91,600	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 796,920	\$	\$	\$
CEI	\$ 27,480	\$	\$	\$
<b>II. PARTICIPATION:</b>				
Maximum Department Participation	(____%) or \$916,000	(____%) or \$	(____%) \$	(____%) \$
Local Participation	(____%) or \$	(____%) or \$	(____%) or \$	(____%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
<b>TOTAL PROJECT COST:</b>	\$1,236,722	\$	\$	\$



# BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827  
435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny" Bishop**  
District 1

**Gene Hall**  
District 2

**Hines F. Boyd**  
District 3

**Betsy Barfield**  
District 4

**Stephen Walker**  
District 5

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION #2016-071916-02

**WHEREAS**, Jefferson County's Freeman Road is in need of repairs, and

**WHEREAS**, Jefferson County does not have the funds to pay for the repairs, and

**WHEREAS**, the Small County Road Assistance Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, and

**WHEREAS**, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 43519315401 for costs directly related to resurfacing and improvements on Freeman Road, from CR 259 (Waukeenah Hwy.) to US 19 (South Jefferson St.), hereinafter referred to as the "Project",

**NOW, THEREFORE**, the Jefferson County Board of County Commissioners accepts the financial assistance offered by the Florida Department of Transportation, and authorized the Chairman of the Board to execute the "Small County Road Assistance Agreement" related to the project.

**DONE THIS 19<sup>th</sup> DAY OF July, 2016.**

\_\_\_\_\_  
Stephen Walker, Chair

Attest: \_\_\_\_\_  
Kirk B. Reams, Clerk

**ITEM 5(e)**

**GAME CHANGER LETTER OF INTENT**

The Jefferson County Board of County Commissioners (the “County”) intends to issue the following, non-binding Letter of Intent with regard to the sports complex and other developments proposed at the I-10/SR 59 interchange in Lloyd, Florida.

The County understands the sensitive nature of negotiations with the third parties referred to in Item 2, and the necessity for nondisclosure of the names of some of these entities at this time; and

The County further understands that the decision by these third parties to locate in Jefferson County will impact their client/customer base, their employees and other aspects of their operations; and

In order to proceed to the next phase of this project, particularly the securing of full disclosure and binding contracts from these third parties, the County must indicate its intent to consider said contracts. However, that intent, as set forth below, does not bind or otherwise commit the County and is issued as a good faith effort to develop a proposal that is acceptable to all parties.

## **REVISED BOCC LETTER OF INTENT**

July 19, 2016

Dear Sir or Madam:

The following is intended to express the intent of the Board of County Commissioners of Jefferson County, Florida (the “County”), with respect to the acquisition and construction of a proposed sports facility (the “Facility”) at the interchange of Interstate 10 and Highway 59 in Jefferson County. This letter is subject, in all respects, to the final contractual documentation reflecting the terms of the transaction, and is provided as an expression of the County’s intent. This letter is not a binding, contractual document.

1. The Facility, roads, storm water and associated infrastructure will be constructed on land donated to the County by Jamaro, Inc. It is expected that construction of roads, storm water facilities and other infrastructure will be funded by a Community Development Block Grant and/or other grant programs.

2. Prior to going forward with the project, or making any binding, contractual obligations, the County must be presented with commitments from the following third parties:
  - A hotel with a minimum of 88 rooms, constructed concurrently with the facility
  - A travel center (fueling facility, convenience store and ancillary retail), constructed concurrently with the facility
  - An outdoor adventure course, including but not limited to a zip line/ropes course, constructed concurrently with the facility
  - An 8,000 to 10,000 square foot, mixed-use development center, including retail space, a sit-down restaurant and a fast-food restaurant, constructed concurrently with the facility
  - Local/regional sports travel/training organizations for utilization of the facility
  - Sports Facilities Management for operations and management of the facility
  - Municipal Acquisitions for lease-purchase financing for the facility and equipment
  - Jamaro, Inc. for donation of land for the facility and infrastructure improvements

These development contracts must also be presented to and approved by the entity providing funding for the Facility.

3. The County will procure financing for the Facility via a lease-purchase agreement to construct and equip the Facility. In the event the cost of construction and equipment exceeds the amount agreed upon in the lease-purchase agreement, the County will be responsible for the cost overruns. The County will not procure financing for or construct the ancillary developments proposed for the project, *i.e.*, the hotel, travel center or other developments.
4. Pursuant to the lease-purchase agreement, the County will be required to pay annual lease payments from legally available revenues, appropriated for that purpose during the County's then current fiscal year. In the event the County fails to budget, appropriate or otherwise make available funds to pay the then current lease payment, the lease-purchase agreement will be deemed terminated, the County will surrender the premises and equipment therein to the entity providing funding for the Facility and the County will have no further obligations under the terms of the lease-purchase agreement.



5. Options for Funding Lease-Purchase Agreement:

Option I: During the term of the lease-purchase agreement, new revenues generated by the development occurring on the area surrounding the proposed Facility (excluding gas tax revenues), together with any profits from operation of the Facility, will be used to pay the annual lease. In the event the new revenues are insufficient to cover the cost of the annual lease payment, Jamaro, Inc. guarantees to pay one-half of the shortfall. All new revenues generated (excluding gas tax revenues) and profits from operation of the Facility will be used

- First, to make the lease payments;
- Second, in the event the County and Jamaro, Inc. have provided funds to cover any revenue shortfall, to reimburse the County and Jamaro, Inc. for lease payments made from sources other than incremental increases in tax revenues;
- Third, to reimburse Jamaro, Inc. for the value of the land;
- Fourth, to prepay obligations under the lease-purchase agreement and;
- Finally, after payment in full of all obligations under the lease-purchase agreement, paid to the County, free and clear.

Option II: During the term of the lease-purchase agreement, new revenues generated by the development occurring on the area surrounding the proposed Facility (excluding gas tax revenues), together with any profits from operation of the Facility, will be used

- First, to make the lease payments;
- Second, in the event the County has provided funds from other sources to cover any revenue shortfalls, to reimburse the County for lease payments made from sources other than incremental increases in revenues;
- Third, to prepay obligations under the lease-purchase agreement; and
- Finally, after payment in full of all obligations under the lease-purchase agreement, paid to the County, free and clear.

6. If all lease payments are made pursuant to the terms of the lease-purchase agreement, the County will receive legal title to the Facility, free and clear of all encumbrances. The lease may provide provisions for pre-payment.

7. The County will engage Sports Facility Management for operation, design and construction supervision of the Facility and, through an agreement with Sports

Facility Management, will share in the revenues derived from the Facility. The County will retain the right to hire and fire such entity. The County may also form a Sports Authority for the purpose of managing the management team and the operations of the Facility.

8. The entity providing the lease-purchase financing will fund an operating reserve equivalent to one year's operating cost of the Facility. Operating deficits, if any, are expected to be covered by the operating reserve and by the County's accumulated, surplus funds.

**JEFFERSON COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

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STEPHEN WALKER  
Chairman