



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

Stephen G. Fulford
District 1, Vice-Chair

Eugene Hall
District 2, Chair

J.T. Surles
District 3

Betsy Barfield
District 4

Stephen Walker
District 5

Regular Session Agenda
May 18, 2017 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344

1. **6 PM – Call to Order, Invocation, Pledge of Allegiance**
2. **Economic Development Workshop (6PM – 7 PM)**
3. **Public Announcements, Presentations, & Awards**
4. **Consent Agenda**
 - a) **Approval of Agenda**
 - b) **General/Transportation Fund Vouchers**
 - c) **TDC/Chamber Amended Agreement**
5. **Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
6. **General Business**
 - a) **Beth Page Road CIGP Bid Award – Rob Davis/Kirk Reams**
 - b) **US 19 Beautification Grant/Phase II – Rob Davis/Kirk Reams**
 - c) **Wacissa Headwaters Park LWCF Grant Agreement – Rob Davis/Kirk Reams**
 - d) **Curtis Mill Bridge Repair SCOP Agreement – Rob Davis/Kirk Reams**
7. **County Coordinator**
8. **Commissioner Discussion Items**
9. **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

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001		G/L CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND		
Richard Anderson	05/18/2017	-	38470417	05/01/2017	VR 01051817-006	Travel April 2017	396.05	.00
						CHECK TO VENDOR==>VENDOR ANDERSRI Richard Anderson	TOTALS 396.05	.00
Antelope Computer Servic	05/18/2017	-	493	05/07/2017	VR 01051817-043	Extension-HP Computer	599.99	.00
						CHECK TO VENDOR==>VENDOR ANTELOPE Antelope Computer Service	TOTALS 599.99	.00
Apalachee Center	05/18/2017	-	681707	05/02/2017	VR 01051817-021	JeffCntyBaker-MarchmanAct	3113.54	.00
Apalachee Center	05/18/2017	-	681707	05/02/2017	VR 01051817-022	JeffCntyBaker-MarchmanAct	153.13	.00
						CHECK TO VENDOR==>VENDOR APAMENHE Apalachee Center	TOTALS 3266.67	.00
Ard, Shirley & Rudolph,P	05/18/2017	-	11255	04/30/2017	VR 01051817-004	#2-101.1 Overage	4285.50	.00
						CHECK TO VENDOR==>VENDOR ARDSHIRL Ard, Shirley & Rudolph,PA	TOTALS 4285.50	.00
ATCO International*	05/18/2017	-	I0484681	05/03/2017	VR 22051817-101	#110254 CleaningSupplies	916.70	.00
						CHECK TO VENDOR==>VENDOR ATCO ATCO International*	TOTALS 916.70	.00
Aucilla Area Solid Waste	05/18/2017	-	04301701	04/30/2017	VR 22051817-102	Tipping Fees	35057.36	.00
						CHECK TO VENDOR==>VENDOR AUCILLAA Aucilla Area Solid Waste	TOTALS 35057.36	.00
Big Bend Tire	05/18/2017	-	10349	04/20/2017	VR 22051817-053	SolidWaste-Dsmnt/Mnt	50.00	.00
Big Bend Tire	05/18/2017	-	10385	04/24/2017	VR 22051817-054	SolidWaste-Tire Repair	50.00	.00
Big Bend Tire	05/18/2017	-	10417	04/25/2017	VR 22051817-055	SolidWaste-Tire Repair	53.00	.00
Big Bend Tire	05/18/2017	-	10420	04/26/2017	VR 22051817-056	SolidWaste-New Tires (4)	360.00	.00
Big Bend Tire	05/18/2017	-	10588	05/08/2017	VR 01051817-124	FireRescue-Balance Tires	150.00	.00
						CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire	TOTALS 663.00	.00
Rental Inc	05/18/2017	-	60091611	04/06/2017	VR 22051817-082	#301312 Bolts, Nuts	64.29	.00
Rental Inc	05/18/2017	-	60094901	05/08/2017	VR 22051817-113	#301312 Nuts,Cutting Bolt	256.82	.00
						CHECK TO VENDOR==>VENDOR BOBCATTH Rental Inc	TOTALS 321.11	.00
Capital Asphalt	05/18/2017	-	4378	05/02/2017	VR 01051817-095	Casa,BlueLake,WalkerSprin	16912.50	.00
						CHECK TO VENDOR==>VENDOR CAPITALA Capital Asphalt	TOTALS 16912.50	.00
CenturyLink	05/18/2017	-	00180417	04/17/2017	VR 01051817-007	Act#424520018	151.89	.00
CenturyLink	05/18/2017	-	09820517	05/01/2017	VR 01051817-094	Act#311120982	60.00	.00
CenturyLink	05/18/2017	-	87870517	05/01/2017	VR 01051817-008	Act#312248787	66.07	.00
CenturyLink	05/18/2017	-	87870517	05/01/2017	VR 01051817-009	Act#312248787	66.07	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink							TOTALS	344.03	.00
City of Monticello	05/18/2017	-	01200417	04/26/2017	VR 22051817-065	Act#00020120	7.65	.00	
City of Monticello	05/18/2017	-	02040417	04/26/2017	VR 22051817-067	Act#00050204	137.86	.00	
City of Monticello	05/18/2017	-	02060417	04/26/2017	VR 22051817-066	Act#00050206	9.18	.00	
City of Monticello	05/18/2017	-	04061701	04/06/2017	VR 01051817-090	Animal Control	792.49	.00	
City of Monticello	05/18/2017	-	04061701	04/06/2017	VR 01051817-091	Animal Control	428.62	.00	
City of Monticello	05/18/2017	-	04061701	04/06/2017	VR 01051817-092	Animal Control	226.95	.00	
City of Monticello	05/18/2017	-	04061701	04/06/2017	VR 01051817-093	Animal Control	-300.00	.00	
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello							TOTALS	1302.75	.00
Corinne's Winner Center	05/18/2017	-	05091701	05/09/2017	VR 01051817-119	4-H Plaques	42.00	.00	
CHECK TO VENDOR==>VENDOR CORINNES Corinne's Winner Center							TOTALS	42.00	.00
CurtisMorganGarageInc	05/18/2017	-	10580	04/21/2017	VR 22051817-078	#365 TurboCharger,ORingKi	626.07	.00	
CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc							TOTALS	626.07	.00
Duke Energy	05/18/2017	-	22830517	05/01/2017	VR 01051817-046	Act#6872002283	6.35	.00	
Duke Energy	05/18/2017	-	22830517	05/01/2017	VR 19051817-047	Act#6872002283	6.36	.00	
Duke Energy	05/18/2017	-	35520517	05/01/2017	VR 01051817-044	Act#0392903552	97.54	.00	
Duke Energy	05/18/2017	-	45190417	04/19/2017	VR 22051817-068	Act#0374194519	375.97	.00	
Duke Energy	05/18/2017	-	45630517	05/05/2017	VR 01051817-040	Act#4293294563	17.92	.00	
Duke Energy	05/18/2017	-	90640417	04/19/2017	VR 01051817-016	Act#3193189064	578.31	.00	
CHECK TO VENDOR==>VENDOR DUKE Duke Energy							TOTALS	1082.45	.00
First Call Truck Parts	05/18/2017	-	62555	04/27/2017	VR 22051817-069	Cust#4515 Single AV Flap	10.65	.00	
First Call Truck Parts	05/18/2017	-	62555	04/27/2017	VR 22051817-070	Cust#4515 18 Pc Combo Wr	85.75	.00	
CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts							TOTALS	96.40	.00
Gramling's Electric	05/18/2017	-	9808-17	05/08/2017	VR 01051817-041	Extension-Repairs	900.00	.00	
CHECK TO VENDOR==>VENDOR GRAMLING Gramling's Electric							TOTALS	900.00	.00
Gulf Coast Lumber/Supply	05/18/2017	-	15777	04/26/2017	VR 22051817-072	#300166 1/2"x100'TapeRule	15.99	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	15797	04/26/2017	VR 22051817-075	#300166 TrimLine,Screws,	132.29	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	16115	05/02/2017	VR 22051817-073	#300166 33lb LP Gas	27.50	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	16152	05/02/2017	VR 22051817-074	#300166 Portable Air Tank	35.99	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	16165	05/02/2017	VR 22051817-071	#300166 Syn Eng Oil	14.95	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	16643	05/10/2017	VR 01051817-134	#300166 Hose	44.99	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	16643	05/10/2017	VR 19051817-135	#300166 Hose	44.99	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	16644	05/10/2017	VR 01051817-133	#300166 Broom	4.49	.00	
Gulf Coast Lumber/Supply	05/18/2017	-	16644	05/10/2017	VR 19051817-132	#300166 Broom	4.50	.00	
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply*							TOTALS	325.69	.00
Total Funds by Hasler	05/18/2017	-	05021701	05/02/2017	VR 01051817-010	#7900 0110 0247 9908	250.00	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR HASLER Total Funds by Hasler							TOTALS	250.00	.00
Holley, Inc	05/18/2017	-	553458-1	04/27/2017	VR 22051817-076	#JE155 PaperTowels, Glove	273.44	.00	
CHECK TO VENDOR==>VENDOR HOLLEY Holley, Inc							TOTALS	273.44	.00
Howdys Rent A Toilet	05/18/2017	-	617941	04/28/2017	VR 01051817-026	#24194 EcologyFieldDay	85.00	.00	
CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet							TOTALS	85.00	.00
J & K Petroleum, LLC	05/18/2017	-	7097	04/24/2017	VR 22051817-077	JeffCnty-Haz Waste Grant	350.00	.00	
CHECK TO VENDOR==>VENDOR J&KPETRO J & K Petroleum, LLC							TOTALS	350.00	.00
Jefferson Community Water	05/18/2017	-	05000417	04/28/2017	VR 22051817-105	Act#0320500	39.36	.00	
Jefferson Community Water	05/18/2017	-	12000417	04/28/2017	VR 19051817-051	Act#0311200	39.64	.00	
Jefferson Community Water	05/18/2017	-	18000417	04/28/2017	VR 01051817-096	Act#0201800	65.01	.00	
Jefferson Community Water	05/18/2017	-	20000417	04/28/2017	VR 01051817-003	Act#0212000	38.50	.00	
Jefferson Community Water	05/18/2017	-	37000417	04/28/2017	VR 19051817-052	Act#0403700	39.07	.00	
Jefferson Community Water	05/18/2017	-	41000417	04/28/2017	VR 22051817-104	Act#0424100	38.79	.00	
Jefferson Community Water	05/18/2017	-	56000417	04/28/2017	VR 22051817-106	Act#0415600	43.92	.00	
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water							TOTALS	304.29	.00
Jefferson Co. Extension	05/18/2017	-	04201701	04/20/2017	VR 01051817-014	Fuel	4.02	.00	
Jefferson Co. Extension	05/18/2017	-	04241701	04/24/2017	VR 01051817-015	Sams-Gazebos,PicnicTable	519.92	.00	
Jefferson Co. Extension	05/18/2017	-	05061701	05/06/2017	VR 01051817-011	Sams-Office Supplies	217.92	.00	
CHECK TO VENDOR==>VENDOR JEFFEXTE Jefferson Co. Extension							TOTALS	741.86	.00
Jones Welding & Industri	05/18/2017	-	VM29441	05/04/2017	VR 01051817-122	#58675 Oxygen	86.74	.00	
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria							TOTALS	86.74	.00
Kauffman Tire/Tallahasse	05/18/2017	-	298729	05/05/2017	VR 01051817-125	#38757 New Tires (6)	991.50	.00	
CHECK TO VENDOR==>VENDOR KAUFFMAN Kauffman Tire/Tallahassee							TOTALS	991.50	.00
Ketchum, Wood & Burgert	05/18/2017	-	9-20	05/02/2017	VR 01051817-024	April 2017	2090.80	.00	
CHECK TO VENDOR==>VENDOR KETCHUMW Ketchum, Wood & Burgert							TOTALS	2090.80	.00
Leon County BOCC*	05/18/2017	-	017-001J	05/03/2017	VR 01051817-027	JASC Pro Rata Share	1665.42	.00	
Leon County BOCC*	05/18/2017	-	017-001J	05/03/2017	VR 01051817-028	JASC Pro Rata Share	13.05	.00	
Leon County BOCC*	05/18/2017	-	017-001J	05/03/2017	VR 01051817-029	JASC Pro Rata Adjustment	-114.34	.00	
Leon County BOCC*	05/18/2017	-	017-003J	05/03/2017	VR 01051817-033	Pro Rata Employee Exp	4559.20	.00	
Leon County BOCC*	05/18/2017	-	017-005J	05/03/2017	VR 01051817-037	Trial Court Marshall	1152.21	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
Leon County BOCC*	05/18/2017	-	017-005J	05/03/2017	VR	01051817-038	TrialCourtMarshAdjustment	41.01	.00	
Leon County BOCC*	05/18/2017	-	17-004J	05/03/2017	VR	01051817-034	ICSID Pro Rata Share	1394.59	.00	
Leon County BOCC*	05/18/2017	-	17-004J	05/03/2017	VR	01051817-035	ICSID Pro Rata Share	15.12	.00	
Leon County BOCC*	05/18/2017	-	17-004J	05/03/2017	VR	01051817-036	ICSID Pro Rata Adjustment	-34.41	.00	
CHECK TO VENDOR==>VENDOR LEONCO Leon County BOCC*								TOTALS	8691.85	.00
Madison County	05/18/2017	-	05051701	05/05/2017	VR	01051817-005	Anderson-April	2530.44	.00	
CHECK TO VENDOR==>VENDOR MADISONB Madison County								TOTALS	2530.44	.00
Mobile Communications	05/18/2017	-	001239-1	04/28/2017	VR	01051817-123	#11102 TroubleshootRadio	49.00	.00	
CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications								TOTALS	49.00	.00
Monticello Carquest Inc.	05/18/2017	-	38143796	04/25/2017	VR	22051817-061	Cust#263 HydHose,HydFitti	61.29	.00	
Monticello Carquest Inc.	05/18/2017	-	38143829	04/26/2017	VR	22051817-064	Cust#263 Lubrguard 55Gal	320.27	.00	
Monticello Carquest Inc.	05/18/2017	-	38143862	04/26/2017	VR	22051817-057	Cust#263 Soap 55Gal Drum	593.41	.00	
Monticello Carquest Inc.	05/18/2017	-	38143862	04/26/2017	VR	22051817-058	Cust#263 Hyd Oil	532.75	.00	
Monticello Carquest Inc.	05/18/2017	-	38143954	04/28/2017	VR	22051817-063	Cust#263 Hyd Hose-Bulk	89.32	.00	
Monticello Carquest Inc.	05/18/2017	-	38143963	04/28/2017	VR	22051817-060	Cust#263 Chisel Chain	27.34	.00	
Monticello Carquest Inc.	05/18/2017	-	38144082	05/01/2017	VR	22051817-059	Cust#263 6MP-6FPX90	12.54	.00	
Monticello Carquest Inc.	05/18/2017	-	38144134	05/02/2017	VR	22051817-062	Cust#263 Hyd Hose-Bulk	78.92	.00	
Monticello Carquest Inc.	05/18/2017	-	38144431	05/09/2017	VR	22051817-103	Cust#263 Hyd Hose-Bulk	117.86	.00	
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.								TOTALS	1833.70	.00
Monticello News	05/18/2017	-	04301701	04/30/2017	VR	22051817-108	SolidWaste-Subscription	45.00	.00	
Monticello News	05/18/2017	-	4918	04/07/2017	VR	01051817-039	Wacissa Park Commit Mtg	13.50	.00	
Monticello News	05/18/2017	-	4997	04/19/2017	VR	01051817-098	NoticeSmallGrantReviewMtg	11.80	.00	
Monticello News	05/18/2017	-	5018	04/21/2017	VR	22051817-107	SolidWaste-EarthDayAd	39.00	.00	
CHECK TO VENDOR==>VENDOR MONTINEW Monticello News								TOTALS	109.30	.00
Morris Petroleum, Inc*	05/18/2017	-	74560	05/02/2017	VR	22051817-109	Solid Waste Fuel	117.50	.00	
Morris Petroleum, Inc*	05/18/2017	-	74895	04/07/2017	VR	22051817-079	Solid Waste Fuel	82.50	.00	
CHECK TO VENDOR==>VENDOR MORRISPE Morris Petroleum, Inc*								TOTALS	200.00	.00
Mowrey Elevator Co. of F	05/18/2017	-	458005	05/01/2017	VR	01051817-023	#600483 Monthly Billing	184.34	.00	
CHECK TO VENDOR==>VENDOR MOWREYEL Mowrey Elevator Co. of FL								TOTALS	184.34	.00
MyOfficeProducts	05/18/2017	-	29095521	05/03/2017	VR	01051817-020	Cust#325674 PaperTowels	55.76	.00	
MyOfficeProducts	05/18/2017	-	29119191	05/04/2017	VR	01051817-025	Cust#325674 Binders	105.12	.00	
CHECK TO VENDOR==>VENDOR MYOFFICE MyOfficeProducts								TOTALS	160.88	.00
Office Depot*	05/18/2017	-	7985312	04/30/2017	VR	01051817-002	Ord#923779577-1 BusCards	141.08	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*	TOTALS 141.08	.00
PARKWAY WRECKER SERVICE	05/18/2017	-	384382	03/30/2017	VR 22051817-080	Solid Waste Towing	365.00	.00
						CHECK TO VENDOR==>VENDOR PARKWAYW PARKWAY WRECKER SERVICE I	TOTALS 365.00	.00
Petersen Industries, Inc	05/18/2017	-	148909	05/03/2017	VR 22051817-110 #1726	PivotArms,LoadCover	656.39	.00
						CHECK TO VENDOR==>VENDOR PETERSEN Petersen Industries, Inc	TOTALS 656.39	.00
Piggly Wiggly	05/18/2017	-	3219	05/03/2017	VR 01051817-137 Act#103	Cleaners	59.63	.00
Piggly Wiggly	05/18/2017	-	3219	05/03/2017	VR 19051817-136 Act#103	Cleaners	59.64	.00
Piggly Wiggly	05/18/2017	-	865881	05/02/2017	VR 01051817-089 Act#105	Cat Food	13.13	.00
Piggly Wiggly	05/18/2017	-	865886	05/08/2017	VR 22051817-111 Act#105	Sugar,Coffee,Crea	73.20	.00
Piggly Wiggly	05/18/2017	-	865887	05/09/2017	VR 01051817-099 Act#105	Cat Food	10.50	.00
						CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly	TOTALS 216.10	.00
Plantation Propane, Inc.	05/18/2017	-	2776	05/02/2017	VR 22051817-081	Solid Waste	140.00	.00
						CHECK TO VENDOR==>VENDOR PLANTATI Plantation Propane, Inc.	TOTALS 140.00	.00
Pro Chem, Inc.	05/18/2017	-	0639507I	05/04/2017	VR 22051817-112 #00-0459940	Cleaners	590.91	.00
Pro Chem, Inc.	05/18/2017	-	0639515I	05/04/2017	VR 01051817-130 #00-0459933	WashNWax	85.96	.00
Pro Chem, Inc.	05/18/2017	-	0639515I	05/04/2017	VR 19051817-131 #00-0459933	WashNWax	85.96	.00
						CHECK TO VENDOR==>VENDOR PRO-CHEM Pro Chem, Inc.	TOTALS 762.83	.00
Jefferson Co. Road Dept.	05/18/2017	-	04301703	05/02/2017	VR 01051817-049	Fire Rescue Fuel	2243.39	.00
Jefferson Co. Road Dept.	05/18/2017	-	04301703	05/02/2017	VR 19051817-048	Fire Rescue Fuel	382.53	.00
Jefferson Co. Road Dept.	05/18/2017	-	04301704	05/02/2017	VR 22051817-084	Solid Waste Fuel	5998.92	.00
Jefferson Co. Road Dept.	05/18/2017	-	04301707	05/02/2017	VR 01051817-018	Extension Fuel	718.50	.00
Jefferson Co. Road Dept.	05/18/2017	-	04301711	05/02/2017	VR 01051817-097	Mosquito Ctrl Fuel	253.33	.00
Jefferson Co. Road Dept.	05/18/2017	-	04301717	05/02/2017	VR 19051817-050	Ashville Vol Fuel	67.05	.00
						CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.	TOTALS 9663.72	.00
Kirk B. Reams	05/18/2017	-	04281701	04/28/2017	VR 01051817-017	Filing Fees 04/17	1235.50	.00
						CHECK TO VENDOR==>VENDOR REAMSKIR Kirk B. Reams	TOTALS 1235.50	.00
Redwire	05/18/2017	-	119235	04/25/2017	VR 01051817-012 #W1M1603	Extension	69.91	.00
						CHECK TO VENDOR==>VENDOR REDWIRE Redwire	TOTALS 69.91	.00
Restoration Assistance	05/18/2017	-	I-022053	05/01/2017	VR 22051817-083	Site Inspection 04/17	2250.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance	TOTALS 2250.00	.00
River City Supply, LLC	05/18/2017	-	050417-H	05/04/2017	VR 01051817-042	4-H Lollipops	172.38	.00
						CHECK TO VENDOR==>VENDOR RIVERCIT River City Supply, LLC	TOTALS 172.38	.00
Keith Roddenberry	05/18/2017	-	883083	05/11/2017	VR 01051817-120	Courthouse Lawn Service	50.00	.00
						CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry	TOTALS 50.00	.00
Joe Rosmini	05/18/2017	-	173325	04/23/2017	VR 01051817-088	TractorSupply-AnimalFeed	8.99	.00
						CHECK TO VENDOR==>VENDOR ROSMINIJ Joe Rosmini	TOTALS 8.99	.00
South Georgia Clinic	05/18/2017	-	1682378	05/02/2017	VR 01051817-100	Jefferson Spay/Neuter	360.00	.00
						CHECK TO VENDOR==>VENDOR SOUTHGAC South Georgia Clinic	TOTALS 360.00	.00
The Stitch Witch	05/18/2017	-	7146	05/09/2017	VR 01051817-129	FireRescue-Shirts,Patches	398.55	.00
The Stitch Witch	05/18/2017	-	7146	05/09/2017	VR 19051817-128	FireRescue-Shirts,Patches	398.54	.00
The Stitch Witch	05/18/2017	-	7147	05/09/2017	VR 01051817-126	FireRescue-Pants	55.95	.00
The Stitch Witch	05/18/2017	-	7147	05/09/2017	VR 19051817-127	FireRescue-Pants	55.95	.00
						CHECK TO VENDOR==>VENDOR STITCHWI The Stitch Witch	TOTALS 908.99	.00
Stryker Sales Corporatio	05/18/2017	-	2164722M	05/04/2017	VR 01051817-121	#1092969 Belt,Track,LowPr	680.91	.00
						CHECK TO VENDOR==>VENDOR STRYKERM Stryker Sales Corporation	TOTALS 680.91	.00
Teletrac Inc	05/18/2017	-	1929393I	05/01/2017	VR 22051817-114	Act#317637 May-July	1800.00	.00
						CHECK TO VENDOR==>VENDOR TELETRAC Teletrac Inc	TOTALS 1800.00	.00
Thomson West	05/18/2017	-	83604620	05/01/2017	VR 14051817-045	Act#1004054973	634.06	.00
						CHECK TO VENDOR==>VENDOR THOMSONW Thomson West	TOTALS 634.06	.00
Tri-County Electric Coop	05/18/2017	-	90090417	04/27/2017	VR 22051817-086	Act#72001059009	123.87	.00
Tri-County Electric Coop	05/18/2017	-	90100417	05/05/2017	VR 22051817-115	Act#72001059010	77.64	.00
Tri-County Electric Coop	05/18/2017	-	90100517	05/05/2017	VR 22051817-116	Act#72001059010	78.22	.00
Tri-County Electric Coop	05/18/2017	-	90110417	04/27/2017	VR 22051817-085	Act#72001059011	115.71	.00
						CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop.	TOTALS 395.44	.00
UF/IFAS Ext. Bookstore	05/18/2017	-	53253	04/27/2017	VR 01051817-013	Jefferson-4H Tablecloth	125.00	.00
						CHECK TO VENDOR==>VENDOR UFIFASBO UF/IFAS Ext. Bookstore	TOTALS 125.00	.00
UniFirst Corporation	05/18/2017	-	0135479	04/27/2017	VR 22051817-087	Cust#1237569	164.40	.00
UniFirst Corporation	05/18/2017	-	0135960	05/04/2017	VR 22051817-117	Cust#1237569	164.40	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
UniFirst Corporation	05/18/2017	-	0135970	05/04/2017	VR 01051817-019	Cust#1311916	80.67	.00	
UniFirst Corporation	05/18/2017	-	0136438	05/11/2017	VR 01051817-118	Cust#1311916	80.67	.00	
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation							TOTALS	490.14	.00
Wakulla Co. BOCC*	05/18/2017	-	076-002J	05/03/2017	VR 01051817-030	USA Pro Rata Share	6611.60	.00	
Wakulla Co. BOCC*	05/18/2017	-	076-002J	05/03/2017	VR 01051817-031	USA Pro Rata Share	20.18	.00	
Wakulla Co. BOCC*	05/18/2017	-	076-002J	05/03/2017	VR 01051817-032	USA Pro Rata Adjustment	57.55	.00	
CHECK TO VENDOR==>VENDOR WAKULLA Wakulla Co. BOCC*							TOTALS	6689.33	.00
2k webgroup	05/18/2017	-	5658	05/01/2017	VR 01051817-001	MonthlyMaint&Hosting	219.45	.00	
CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup							TOTALS	219.45	.00
CASH ACCOUNT # 011010000							TOTALS	114106.63	.00
BANK ACCOUNT # 0101001611							TOTALS	114106.63	.00
FINAL REPORT TOTALS							TOTALS	114106.63	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008		G/L CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
AG-PRO Companies	05/18/2017	-	P30713	03/29/2017	VR 11051817-010	#JEFFE0014 Knob	16.34	.00
		CHECK TO VENDOR==>VENDOR AGPRO			AG-PRO Companies	TOTALS	16.34	.00
A Mining Group, LLC	05/18/2017	-	76877	04/19/2017	VR 11051817-021	Cedar Ln, Mistletoe	1413.96	.00
A Mining Group, LLC	05/18/2017	-	76925	04/20/2017	VR 11051817-022	Cedar Lane	1306.53	.00
A Mining Group, LLC	05/18/2017	-	76961	04/21/2017	VR 11051817-023	Farms Rd, Brock Rd	1557.99	.00
A Mining Group, LLC	05/18/2017	-	77003	04/24/2017	VR 11051817-024	Cedar Ln	1408.43	.00
A Mining Group, LLC	05/18/2017	-	77036	04/25/2017	VR 11051817-025	CedarLn,Westview,BrockRd	1947.91	.00
A Mining Group, LLC	05/18/2017	-	77133	04/27/2017	VR 11051817-038	Yard	436.75	.00
A Mining Group, LLC	05/18/2017	-	77194	05/01/2017	VR 11051817-039	Yard	745.34	.00
		CHECK TO VENDOR==>VENDOR AMININGG A Mining Group, LLC				TOTALS	8816.91	.00
BancorpSouth	05/18/2017	-	78000142	06/05/2017	VR 11051817-001	#002-0070780-001	1278.00	.00
		CHECK TO VENDOR==>VENDOR BANCORPS BancorpSouth				TOTALS	1278.00	.00
Beard Equipment Company	05/18/2017	-	853012	04/04/2017	VR 11051817-029	#700352 Engine Oil	137.24	.00
Beard Equipment Company	05/18/2017	-	855670	04/11/2017	VR 11051817-028	#700352 Mower Service Cal	628.50	.00
Beard Equipment Company	05/18/2017	-	857323	04/17/2017	VR 11051817-026	#700352 Hydraulic Cylinde	1960.32	.00
		CHECK TO VENDOR==>VENDOR BEARD Beard Equipment Company				TOTALS	2726.06	.00
Big Bend Tire	05/18/2017	-	10049	03/31/2017	VR 11051817-005	RoadDept-New Tires (2)	576.00	.00
Big Bend Tire	05/18/2017	-	10233	04/13/2017	VR 11051817-004	RoadDept-New Tire	348.00	.00
Big Bend Tire	05/18/2017	-	10296	04/18/2017	VR 11051817-006	RoadDept-New Tire	346.33	.00
Big Bend Tire	05/18/2017	-	10300	04/18/2017	VR 11051817-007	RoadDept-Repair Tube	25.00	.00
		CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire				TOTALS	1295.33	.00
Boyd Sod Farm Inc.	05/18/2017	-	21123	04/27/2017	VR 11051817-020	Road Dept- Centipede	200.00	.00
Boyd Sod Farm Inc.	05/18/2017	-	21130	05/01/2017	VR 11051817-019	Road Dept- Centipede	200.00	.00
Boyd Sod Farm Inc.	05/18/2017	-	21137	05/02/2017	VR 11051817-018	Road Dept- Centipede	200.00	.00
Boyd Sod Farm Inc.	05/18/2017	-	21145	05/02/2017	VR 11051817-017	Road Dept- Centipede	200.00	.00
		CHECK TO VENDOR==>VENDOR BOYDSODF Boyd Sod Farm Inc.				TOTALS	800.00	.00
Crystal Springs	05/18/2017	-	04251701	04/25/2017	VR 11051817-015	Act#671493115070266	100.70	.00
		CHECK TO VENDOR==>VENDOR CRYSTALS Crystal Springs				TOTALS	100.70	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CSX Transportation Inc	05/18/2017	-	8332032	04/26/2017	VR 11051817-002	#DOT625536J CurtisMillRd	2255.24	.00
		CHECK TO VENDOR==>VENDOR CSX			CSX Transportation Inc	TOTALS	2255.24	.00
Duke Energy	05/18/2017	-	61050517	05/05/2017	VR 11051817-037	Act#9734176105	591.31	.00
		CHECK TO VENDOR==>VENDOR DUKE			Duke Energy	TOTALS	591.31	.00
First Call Truck Parts	05/18/2017	-	62860	05/02/2017	VR 11051817-013	#4505 1 3/4Deep x 3/4Driv	54.40	.00
First Call Truck Parts	05/18/2017	-	62861	05/02/2017	VR 11051817-014	#4505 40pc Breaker Bar	97.50	.00
		CHECK TO VENDOR==>VENDOR FIRSTCAL			First Call Truck Parts	TOTALS	151.90	.00
Flagler Construction	05/18/2017	-	001898-1	04/24/2017	VR 11051817-009	BP0000714 Bearings,WearPl	661.38	.00
		CHECK TO VENDOR==>VENDOR FLAGLER			Flagler Construction	TOTALS	661.38	.00
Grubbs Petroleum, Inc*	05/18/2017	-	175401	04/28/2017	VR 11051817-016	Road Dept Fuel	16432.31	.00
		CHECK TO VENDOR==>VENDOR GRUBBSPE			Grubbs Petroleum, Inc*	TOTALS	16432.31	.00
Jones Welding & Industri	05/18/2017	-	00491353	04/30/2017	VR 11051817-011	#58688 Cylinder Rental	63.00	.00
		CHECK TO VENDOR==>VENDOR JONESWEL			Jones Welding & Industria	TOTALS	63.00	.00
Grubbs Auto Parts, LLC	05/18/2017	-	220588	04/27/2017	VR 11051817-012	#1699 Oxygen	12.30	.00
		CHECK TO VENDOR==>VENDOR NAPAAUTO			Grubbs Auto Parts, LLC	TOTALS	12.30	.00
Office Depot*	05/18/2017	-	92504459	05/02/2017	VR 11051817-034	Or#925044591-1 Photocondu	63.98	.00
		CHECK TO VENDOR==>VENDOR OFFDEP			Office Depot*	TOTALS	63.98	.00
O'Reilly Automotive, Inc	05/18/2017	-	5-291361	04/27/2017	VR 11051817-008	#336410 Filter, Oil	244.87	.00
O'Reilly Automotive, Inc	05/18/2017	-	5-291872	05/03/2017	VR 11051817-033	#336410 Oil,Water Pump	265.78	.00
O'Reilly Automotive, Inc	05/18/2017	-	5-291903	05/03/2017	VR 11051817-032	#336410 CREDIT	-112.92	.00
O'Reilly Automotive, Inc	05/18/2017	-	5-291907	05/03/2017	VR 11051817-031	#336410 Oil,Multi Relay	64.35	.00
O'Reilly Automotive, Inc	05/18/2017	-	5-292367	05/08/2017	VR 11051817-030	#336410 Air Filter	80.44	.00
		CHECK TO VENDOR==>VENDOR OREILLY			O'Reilly Automotive, Inc.	TOTALS	542.52	.00
Safety-Kleen Systems, In	05/18/2017	-	04707516	04/30/2017	VR 11051817-035	#JE10809 #CN04707516	49.68	.00
		CHECK TO VENDOR==>VENDOR SAFETYKL			Safety-Kleen Systems, Inc	TOTALS	49.68	.00
Tri-County Electric Coop	05/18/2017	-	90060417	04/27/2017	VR 11051817-003	Act#72001059006	30.77	.00
		CHECK TO VENDOR==>VENDOR TRI-CO.			Tri-County Electric Coop.	TOTALS	30.77	.00
Vector Security	05/18/2017	-	59189314	05/05/2017	VR 11051817-027	Act#6478853	31.40	.00

REPORT DATE 05/12/2017
SYSTEM DATE 05/12/2017
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 3
TIME 08:54:39
USER KNEWBERRY

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
			CHECK TO VENDOR==>VENDOR VECTOR		Vector Security	TOTALS	31.40	.00
Waukeena Fertilizer and	05/18/2017	-	47983	05/08/2017	VR 11051817-036	JEFFCR Grass Seed	497.50	.00
			CHECK TO VENDOR==>VENDOR WAUKFERT		Waukeena Fertilizer and	TOTALS	497.50	.00
			CASH ACCOUNT # 111010000			TOTALS	36416.63	.00
			BANK ACCOUNT # 0101006511			TOTALS	36416.63	.00
					FINAL REPORT TOTALS		36416.63	.00

Kirk Reams

From: Chamber of Commerce <info@monticellojeffersonfl.com>
Sent: Thursday, May 11, 2017 4:09 PM
To: kreams@jeffersonclerk.com
Cc: Avera -Clarke House
Subject: consent agenda item for 5/18
Attachments: TDC Amended Agreement For Services 5.11.17.pdf

Kirk,

The TDC and COC has an Amended Agreement For Services that has been signed by both entities (attached) that reflects the agreed upon increase from \$12,150 annually to \$13,150 annually to be paid by the TDC to the COC for services (page 2 4A of the attached agreement).

Please place this on the consent agenda for 5/18.

Thanks
Katrina

Katrina Richardson,

Executive Director

Monticello – Jefferson County Chamber of Commerce

and

Jefferson County Tourist Development Council

420 W Washington Street

Monticello, FL 32344

850-997-5552

info@monticellojeffersonfl.com

Chamber - www.monticellojeffersonfl.com

TDC - <http://www.visitjeffersoncountyflorida.com/>

Chamber - Like us on Facebook <https://www.facebook.com/pages/Monticello-FL-Jefferson-County-A-Great-Place-To-Discover/1438016813114542?ref=hl>

TDC – Like us on Facebook <https://www.facebook.com/Discover-Monticello-FL-231608396898839/?fref=nf>

AMENDED AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into by and between the Jefferson County Tourist Development Council, hereinafter referred to as the "JCTDC"; and the Monticello-Jefferson County Chamber of Commerce, Inc., a Florida nonprofit corporation, hereinafter referred to as the "Chamber".

RECITALS:

- A. The JCTDC was established pursuant to Florida Statutes and by the Jefferson County Board of County Commissioners by Ordinance No. 06-07.
- B. The CHAMBER has sufficient staff to administer the day-to-day operations of the JCTDC.
- C. The JCTDC desires to contract with the CHAMBER to function in an administrative capacity for the JCTDC.
- D. Both parties are entering into this agreement to set forth their various duties and responsibilities.

AGREEMENT:

Based upon the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. APPOINTMENT AND AUTHORIZATION OF THE CHAMBER: The CHAMBER is hereby retained and appointed by the JCTDC to represent the JCTDC in carrying out its administrative programs. The CHAMBER is authorized to seek appropriate contracts with third parties to carry out the purposes of this Agreement, and to present those contracts to the JCTDC for its approval. The CHAMBER shall use its best efforts to prevent any loss to the JCTDC from the failure of proper performance by any third party. The CHAMBER shall advise third parties that payment for goods and services will be made only upon compliance with performance requirements, and pursuant to the financial procedures of Jefferson County, Florida and Florida Statutes.

2. SERVICES TO BE PROVIDED BY THE CHAMBER:

The CHAMBER agrees to act as the JCTDC's administrative services representative, and perform all necessary services and assume responsibilities associated with those functions, included but not limited to the following:

- A. Administrative services, including clerical services, preparation of meeting materials, requests for payment, and monitoring of third party service providers;
- B. Promotion of the travel trades, including sales missions, sales calls, and attendance at destination seminars and trade shows;
- C. Digital marketing;
- D. Meeting and conference services;
- E. Leisure tour package development;
- F. Visitor services;
- G. Local, regional, state and national tourism relations;
- H. Educational programs and seminars; and
- I. Other project and event requirements as agreed upon by the parties hereto.

Nothing herein shall be construed to allow or require the payment to the CHAMBER of any amounts for administration in excess of the maximum amounts allowed pursuant to Section 125.0104, Florida Statutes, or county ordinance.

3. PROGRESS REPORTS: The CHAMBER agrees to provide periodic progress reports, including an annual report, in a format acceptable to the JCTDC. The reports shall include the status of activities and services performed on behalf of the JCTDC, financial condition of the organization and other information relative to the performance duties on behalf of the JCTDC. The Chamber will maintain communications with the JCTDC Chairperson, or his/her designee, as needed to insure the goals and objectives of the JCTDC are being met.

4. COMPENSATION TO BE PAID THE CHAMBER:

- A. The JCTDC agrees to pay the CHAMBER, in accordance with the financial operating procedures of Jefferson County, Florida, and Florida Statutes, as full and complete consideration for the duties hereunder, the sum of THIRTEEN THOUSAND, ONE HUNDRED AND FIFTY DOLLARS (\$13,150.00) annually, subject to adjustments as agreed upon by the CHAMBER and JCTDC.
- B. One fourth (1/4) of said fee shall be paid to the CHAMBER on a quarterly basis by Jefferson County, upon submittal of an appropriate pay request by the CHAMBER. The JCTDC shall not be liable for loss or delay of payment not caused by the JCTDC's negligence.

C. The JCTDC will reimburse the CHAMBER for any expenses incurred in conjunction JCTDC approved project.

5. SUBCONTRACTING: The CHAMBER shall maintain an adequate and competent staff and may associate with necessary specialists for the purpose of its services hereunder, without additional costs to JCTDC. Should the CHAMBER desire to utilize specialists, the CHAMBER is fully responsible for satisfactory completion of all subcontract work.

6. SUPERVISION: The Executive Director shall be an employee of the Chamber of Commerce and under the supervision of each of the respective organizations according to the duties required. Additionally, the Executive Director will confer with the CHAMBER President and JCTDC Chairperson, on a regular basis, to receive and provide information on events, activities and projects.

7. PROPERTY RIGHTS: All tangible property, including slogans, ideas, or plans submitted or developed by the CHAMBER for the JCTDC or acquired on its account during the term hereof, shall be the property of JCTDC, providing that JCTDC has paid the invoices for professional fees rendered therefore, if any. Any such property may be copyrighted, patented, or otherwise restricted by the JCTDC pursuant to Florida, United States, and foreign laws. Neither the CHAMBER nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this agreement. There shall be no additional compensation for the rights and property granted under this paragraph. JCTDC reserves the right of final approval of the disposition of said property. However, nothing herein shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, enjoyed by the JCTDC.

8. INDEMNIFICATION: The CHAMBER and the JCTDC shall indemnify and hold each other harmless from and against any and all claims, liabilities, or damages from the performance of functions contemplated under this Agreement, including the cost of litigation and counsel fees.

9. DURATION AND TERMINATION:

- A. Term: This Agreement shall take effect January 1, 2016. .
- B. Renewal and Extension: .Unless terminated earlier as provided hereafter, this Agreement shall be automatically renewed on the same terms and conditions as set forth herein, for an additional 1 year term, and likewise renewed each year thereafter, unless terminated as set forth herein.
- C. Termination: Either party may terminate this Agreement upon written notice to the other at least 60 days prior to the effective date of termination of this Agreement or any subsequent renewal thereof. Upon receipt of notice of termination, the CHAMBER shall provide only those services and incur only those expenses specifically approved or directed in writing by the JCTDC. All other rights and duties to the parties shall continue during such notice period and the JCTDC shall be responsible to the CHAMBER for payment of any contract obligations incurred with third parties during the period, only if approved in advance in writing by the JCTDC.
- D. Termination for Breach: Upon substantial breach of this Agreement, it may be terminated upon 24 hours written notice by either party hereby.

10. ASSIGNMENT AND DELEGATION: The Chamber may not subcontract any right or delegate any duties hereunder without the express, prior written consent of the JCTDC.

11. MODIFICATION: This writing contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth. No agent, employee or other representative of either party is empowered to alter the terms of this Agreement, unless done in writing and signed by an officer or other authorized agent of the CHAMBER and the JCTDC.

12. CONTROLLING LAWS: The validity, interpretation and performance of this Agreement shall be controlled and construed under the ordinance of Jefferson County, Florida, and the State of Florida.

13. WAIVER: The failure of either party to this Agreement to object to or to take affirmative action with respect to the terms of the Agreement shall not be construed as a waiver of this violation or breach, or for any future violation, breach or wrongful conduct.


14. VALIDITY OF AGREEMENT: If any part or portion of this Agreement is, for any reason, held invalid, unconstitutional or unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this 9th day of May, 2017.

MONTICELLO-JEFFERSON COUNTY
CHAMBER OF COMMERCE

JEFFERSON COUNTY TOURIST
TOURIST DEVELOPMENT COUNCIL

BY: 
Julius Hackett
President

BY: 
Gretchen Avera
Chairperson

APPROVED BY THE JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

Gene Hall
Chairperson

Date: _____

ITEM 6(a)

BETH PAGE ROAD CIGP BID AWARD

May 12, 2017

Jefferson County Board of County Commissioners
Attn: Kirk Reams, Clerk of Court
1 Courthouse Circle
Monticello, Florida 32344

RE: Beth Page Road Resurfacing

Dear Mr. Reams,

As you are aware we received bids for the referenced project at 11:00 A.M. EST May 8, 2017, and five (5) contractors submitted bids. Copies of all bids have been provided under separate cover. The detailed bid results are attached and labeled Exhibit A.

It should be noted up front that this is a unique situation. While C.W. Roberts Contracting, Inc. (CWR) is the lowest responsible **base** bidder, when the **add alternates** are included Capital Asphalt, Inc. (CAI) is the lowest responsible **overall** bidder.

Add alternates are included in a project when it is unsure if the project budget would allow the work. Typically the bid amount is compared to the project budget and a determination then made on whether to proceed with the alternates. It is also typical that the low base bidder is also the low bidder when alternates are included, but is not the case in this situation.

The pertinent language in the Invitation to Bid (ITB) Package is presented below:

Award will be made to the lowest responsible qualified Base BIDDER, as determined by the Owner and Engineer. The County shall award the contract to the lowest responsive and responsible bidder; provided, however, the OWNER reserves the right to award the contract to a bidder who is not the lowest responsive and responsible bidder if the OWNER determines in its reasonable discretion that another bid offers the OWNER a better value based upon the reliability, quality of service, or product of such other bidder. In the event the OWNER awards the contract to a bidder other than the lowest responsive and responsible bidder, the OWNER shall state the basis upon which the award is being made.

In summary, the ITB states the "Award will be made to the lowest responsible qualified **base** bidder" but that the County has discretion to award the contract to another bidder if it is determined that "another bid offers the Owner a better value".

The County has several options to move forward but three are highlighted below:

Option 1 – Award the contract to CWR for the base bid work only in the amount of \$272,311.83.

Option 2 – Award the contract to CAI for the base bid plus alternates 1 and 2 in the amount of \$299,928.00

Option 3 – Reject all bids and re-advertise and bid the project with alternates 1 and 2 included in the Base Bid.

Mr. Reams
Beth Page Resurfacing
May 12, 2017

Enclosed is a copy of the Notice of Award and Agreement to be executed if the Commission approves a reward recommendation.

If you have any questions, please give me a call at 850.354.5215 or e-mail me at rhodavis@dewberry.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Davis".

Rob Davis, P.E.
Project Manager



EXHIBIT A
BETH PAGE ROAD RESURFACING
DETAILED BID TAB



PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	Anderson Columbia		Capital Asphalt		C.W. Roberts		Peavy and Son		Pigott Asphalt	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
GENERAL COSTS													
101-1	MOBILIZATION	LS	1.00	\$ 30,765.15	\$ 30,765.15	\$ 13,500.00	\$ 13,500.00	\$ 6,029.56	\$ 6,029.56	\$ 13,032.44	\$ 13,032.44	\$ 15,000.00	\$ 15,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$ 20,270.86	\$ 20,270.86	\$ 5,500.00	\$ 5,500.00	\$ 6,538.62	\$ 6,538.62	\$ 5,212.98	\$ 5,212.98	\$ 6,500.00	\$ 6,500.00
110-1-1	CLEARING & GRUBBING	LS	1.00	\$ 8,981.00	\$ 8,981.00	\$ 3,500.00	\$ 3,500.00	\$ 19,496.60	\$ 19,496.60	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
ROADWAY - RESURFACING													
102-3	COMMERCIAL MATERIAL	CY	40.00	\$ 73.46	\$ 2,938.40	\$ 20.00	\$ 800.00	\$ 105.32	\$ 4,212.80	\$ 9.00	\$ 360.00	\$ 50.00	\$ 2,000.00
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	6,180.00	\$ 2.57	\$ 15,882.60	\$ 0.75	\$ 4,635.00	\$ 0.45	\$ 2,781.00	\$ 1.00	\$ 6,180.00	\$ 2.00	\$ 12,360.00
327-70-6	MILLING EXIST ASPH, 1.5" AVG DEPTH	SY	400.00	\$ 6.39	\$ 2,556.00	\$ 5.00	\$ 2,000.00	\$ 6.91	\$ 2,764.00	\$ 11.25	\$ 4,500.00	\$ 4.00	\$ 1,600.00
334-1-12	SUPERPAVE ASPHALTIC CONC., TRAFFIC B	TN	2,280.00	\$ 92.59	\$ 211,105.20	\$ 90.00	\$ 205,200.00	\$ 80.88	\$ 184,406.40	\$ 85.00	\$ 193,800.00	\$ 105.00	\$ 239,400.00
570-1-2	PERFORMANCE TURF, SOD	SY	4,120.00	\$ 2.51	\$ 10,341.20	\$ 2.25	\$ 9,270.00	\$ 2.38	\$ 9,805.60	\$ 2.20	\$ 9,064.00	\$ 2.75	\$ 11,330.00
DRAINAGE													
120-3	LATERAL DITCH EXCAVATION	LS	1.00	\$ -	\$ 15,773.46	\$ 500.00	\$ 500.00	\$ 1,179.51	\$ 1,179.51	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
430-94-1	DESILTING PIPE, 0 - 24"	LF	212.00	\$ 6.98	\$ 1,479.76	\$ 9.00	\$ 1,908.00	\$ 9.00	\$ 1,908.00	\$ 7.00	\$ 1,484.00	\$ 6.00	\$ 1,272.00
PAVEMENT MARKINGS													
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.00	\$ -	\$ 8,795.54	\$ 6,500.00	\$ 6,500.00	\$ 8,360.67	\$ 8,360.67	\$ 12,045.00	\$ 12,045.00	\$ 8,500.00	\$ 8,500.00
711-11111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	NM	2.63	\$ 4,230.77	\$ 11,126.93	\$ 3,500.00	\$ 9,205.00	\$ 4,021.59	\$ 10,576.78	\$ 4,620.00	\$ 12,150.60	\$ 4,000.00	\$ 10,520.00
711-11160	THERMOPLASTIC, STD, WHITE, MESSAGE												
	STOP	EA	2.00	\$ 111.34	\$ 222.68	\$ 100.00	\$ 200.00	\$ 105.83	\$ 211.66	\$ 330.00	\$ 660.00	\$ 150.00	\$ 300.00
711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	33.00	\$ 5.57	\$ 183.81	\$ 5.00	\$ 165.00	\$ 5.29	\$ 174.57	\$ 7.59	\$ 250.47	\$ 10.00	\$ 330.00
711-11211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	NM	2.42	\$ 3,896.76	\$ 9,430.16	\$ 3,500.00	\$ 8,470.00	\$ 4,021.59	\$ 9,732.25	\$ 4,510.00	\$ 10,914.20	\$ 4,000.00	\$ 9,680.00
711-11231	THERMOPLASTIC, STD, YELLOW, SKIP, 6"	GM	0.17	\$ 2,004.05	\$ 340.69	\$ 1,500.00	\$ 255.00	\$ 1,904.94	\$ 323.84	\$ 1,650.00	\$ 280.50	\$ 2,000.00	\$ 340.00
700-1-11	SINGLE POST SIGN	EA	10.00	\$ 244.94	\$ 2,449.40	\$ 200.00	\$ 2,000.00	\$ 301.62	\$ 3,016.20	\$ 313.50	\$ 3,135.00	\$ 250.00	\$ 2,500.00
700-1-60	SINGLE POST SIGN, REMOVE	EA	4.00	\$ 83.50	\$ 334.00	\$ 25.00	\$ 100.00	\$ 26.46	\$ 105.84	\$ 27.50	\$ 110.00	\$ 100.00	\$ 400.00
705-10-1	OBJECT MARKER, TYPE 1	EA	3.00	\$ 167.00	\$ 501.00	\$ 150.00	\$ 450.00	\$ 158.75	\$ 476.25	\$ 165.00	\$ 495.00	\$ 100.00	\$ 300.00
705-10-2	OBJECT MARKER, TYPE 2	EA	4.00	\$ 167.00	\$ 668.00	\$ 50.00	\$ 200.00	\$ 52.92	\$ 211.68	\$ 55.00	\$ 220.00	\$ 100.00	\$ 400.00
TOTAL BASE BID					\$ 354,145.83		\$ 274,358.00		\$ 272,311.83		\$ 283,894.19		\$ 346,232.00

ALTERNATE 1: SIDE DRAIN IMPROVEMENTS													
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
120-2-2	BORROW EXCAVATION	CY	300.00	\$ 10.02	\$ 3,006.00	\$ 10.00	\$ 3,000.00	\$ 17.05	\$ 5,115.00	\$ 12.00	\$ 3,600.00	\$ 4.00	\$ 1,200.00
430-174-112	PIPE CULVERT, CMP MATERIAL, ROUND 12" SD	LF	31.00	\$ 63.35	\$ 1,963.85	\$ 45.00	\$ 1,395.00	\$ 34.08	\$ 1,056.48	\$ 85.00	\$ 2,635.00	\$ 30.00	\$ 930.00
430-984-121	MITERED END SECTION, CMP, 12" SD	EA	2.00	\$ 1,319.28	\$ 2,638.56	\$ 800.00	\$ 1,600.00	\$ 1,013.22	\$ 2,026.44	\$ 800.00	\$ 1,600.00	\$ 375.00	\$ 750.00
430-984-123	MITERED END SECTION, RCP, 15" SD	EA	2.00	\$ 1,321.64	\$ 2,643.28	\$ 900.00	\$ 1,800.00	\$ 1,024.29	\$ 2,048.58	\$ 800.00	\$ 1,600.00	\$ 750.00	\$ 1,500.00
430-984-125	MITERED END SECTION, RCP, 18" SD	EA	2.00	\$ 1,321.64	\$ 2,643.28	\$ 900.00	\$ 1,800.00	\$ 1,070.31	\$ 2,140.62	\$ 900.00	\$ 1,800.00	\$ 750.00	\$ 1,500.00
570-1-2	PERFORMANCE TURF, SOD	SY	270.00	\$ 2.51	\$ 677.70	\$ 2.50	\$ 675.00	\$ 2.38	\$ 642.60	\$ 4.00	\$ 1,080.00	\$ 3.00	\$ 810.00
TOTAL					\$ 13,572.67		\$ 10,270.00		\$ 13,029.72		\$ 12,315.00		\$ 6,690.00

ALTERNATE 2: CROSS DRAIN IMPROVEMENTS													
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
120-2-2	BORROW EXCAVATION	CY	600.00	\$ 10.02	\$ 6,012.00	\$ 10.00	\$ 6,000.00	\$ 15.14	\$ 9,084.00	\$ 12.00	\$ 7,200.00	\$ 3.00	\$ 1,800.00
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	400.00	\$ 2.58	\$ 1,032.00	\$ 1.50	\$ 600.00	\$ 1.90	\$ 760.00	\$ 1.00	\$ 400.00	\$ 3.00	\$ 1,200.00
400-1-2	CONCRETE CLASS I, ENDWALLS	CY	3.00	\$ 2,397.43	\$ 7,192.29	\$ 1,500.00	\$ 4,500.00	\$ 1,071.66	\$ 3,214.98	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00
430-174-115	PIPE CULVERT, RCP MATERIAL, ROUND 15" CD	LF	2.00	\$ 244.39	\$ 488.78	\$ 500.00	\$ 1,000.00	\$ 493.96	\$ 987.92	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,000.00
430-174-118	PIPE CULVERT, RCP MATERIAL, ROUND 18" CD	LF	4.00	\$ 168.61	\$ 674.44	\$ 500.00	\$ 2,000.00	\$ 266.01	\$ 1,064.04	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00
570-1-2	PERFORMANCE TURF, SOD	SY	400.00	\$ 2.51	\$ 1,004.00	\$ 3.00	\$ 1,200.00	\$ 2.38	\$ 952.00	\$ 2.20	\$ 880.00	\$ 3.00	\$ 1,200.00
TOTAL					\$ 16,403.51		\$ 15,300.00		\$ 16,062.94		\$ 12,680.00		\$ 10,800.00

GRAND TOTAL				\$ 384,122.01	\$ 299,928.00	\$ 301,404.49	\$ 308,889.19	\$ 363,722.00
--------------------	--	--	--	---------------	---------------	---------------	---------------	---------------

Corrected Contractor Error In Areas Highlighted in Yellow




**BETH PAGE ROAD RESURFACING
 BID TABULATION FOR BIDS RECEIVED
 Monday May 8, 2017 @ 11:05 A.M.**

	<i>Andersson</i>	<i>Capital</i>	<i>Peavy</i>	<i>Pigoth</i>	<i>C.W. Roberts</i>	
Bid Proposal Form & Addendum Acknowledgement(s) -00030-	✓	✓	✓	✓	✓	
One original & two (2) copies of Proposal	✓	✓	✓		✓	
List of Subcontractors -00030-	✓	✓	✓	✓	✓	
Bid Bond -00040-	✓	✓	✓	✓	✓	
Anti-Collusion Statement -00302-		✓	✓	✓	✓	
Conflict of Interest Disclosure -00303-		✓	✓	✓	✓	
Drug Free Workplace Certification -00304-		✓	✓	✓	✓	
Public Entity Crimes Statement -00305-		✓	✓	✓	✓	
Local Preference -Appendix A-					✓	
BASE BID AMOUNT	<i>354,145.83</i>	<i>274,358.00</i>	<i>283,894.19</i>	<i>346,232.00</i>	<i>272,311.82</i>	
Alternate 1: Side Drain Improvements	<i>13,572.67</i>	<i>10,270.00</i>	<i>12,315.00</i>	<i>6,690.00</i>	<i>13,029.72</i>	
Alternate 2: Cross Drain Improvements	<i>16,403.51</i>	<i>15,300.00</i>	<i>12,680.00</i>	<i>10,800.00</i>	<i>16,062.94</i>	



 BIDS OPENED BY



 RECORDED BY

SECTION 00050-AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between, Jefferson County, Florida, hereinafter called "OWNER" and _____ doing business as a corporation, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **JEFFERSON COUNTY – BETH PAGE ROAD RESURFACING.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the project within **90** consecutive calendar days, thereafter unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages for failure to substantially complete the project within the specified time will be set at **\$500.00** per day. Completion means that the OWNER can use the project as designed.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ as shown in the BID.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) NOTICE TO RECEIVE SEALED BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) BID BOND
- (E) AGREEMENT
- (F) PERFORMANCE BOND
- (G) PAYMENT BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED

- (J) APPLICATION AND CERTIFICATION FOR PAYMENT
- (K) CHANGE ORDER
- (L) GENERAL CONDITIONS
- (M) SUPPLEMENTAL GENERAL CONDITIONS
- (N) NOTICE OF SUBSTANTIAL COMPLETION
- (O) CERTIFICATE OF FINAL COMPLETION
- (P) PUBLIC ENTITY CRIMES STATEMENT
- (Q) ANTI-COLLUSION STATEMENT
- (R) CONFLICT OF INTEREST DISCLOSURE FORM
- (S) DRUG FREE WORKPLACE
- (T) SUPPLEMENTAL TECHNICAL SPECIFICATIONS
- (U) DRAWINGS prepared by Dewberry | Preble-Rish, Inc.
- (V) ADDENDA

No. 1, dated _____

No. 2, dated _____

No. 3, dated _____

No. 4, dated _____

No. 5, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

ATTEST:

OWNER:

JEFFERSON COUNTY, FLORIDA

BY _____
(Signature)

BY _____
(Signature)

NAME _____
(Please Type)

NAME _____

TITLE _____

TITLE Chairman, Jefferson County
Board of County Commissioners

(SEAL)

ATTEST:

CONTRACTOR:

BY _____
(Signature)

BY _____
(Signature)

NAME _____
(Please Type)

NAME _____
(Please Type)

TITLE _____

TITLE _____

ADDRESS: _____

Employer Identification
Number _____

END OF SECTION 00050

SECTION 00080-NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: BETH PAGE ROAD RESURFACING

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

By: _____
Title: Chairman, Jefferson County Board of County

Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____ (Company Name).

This the _____ day of _____, 20__.

By: _____ (Print and Sign Name).

Title: _____.

ITEM 6(b)

**US 19 BEAUTIFICATION GRANT
PHASE II**



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

Stephen Fulford
District 1, Vice-Chair

Gene Hall
District 2, Chair

J.T. Surles
District 3

Betsy Barfield
District 4

Stephen Walker
District 5

Resolution No. 2017-051817-01

Whereas, the Roadside Beautification Assistance Program has been created by section 334.044(26), Florida Statutes, to “provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs”; and

Whereas, the Florida Department of Transportation (FDOT) has the authority under section 334.044(26), Florida Statutes, to enter into an agreement with Jefferson County; and

Whereas, Jefferson County desires to participate in this program for the enjoyment of its citizens and others and has made application therefore and received notice of award thereof; and

Whereas, FDOT is willing to provide Jefferson County with financial assistance for costs directly related to landscape along US 19, from Interstate 10 North to Martin Rd., hereinafter referred to as the “PROJECT”;

Now, therefore, be it resolved by the Jefferson County Board of County Commissioners that the Chairman has authorized the Clerk to sign the joint participation agreement with FDOT for the PROJECT.

Adopted this 18th day of May, 2017.

ATTEST

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY

Kirk B. Reams, Clerk of Court

Gene Hall, Chairman

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

**JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
JEFFERSON COUNTY**

Financial Project No.: 438188-2-58-01

Contract No.: AS613

Vendor No.: _____

This Joint Participation Agreement (“Agreement”) is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, “**DEPARTMENT**,” and the COUNTY of JEFFERSON, “**COUNTY**.” The **DEPARTMENT** and the **COUNTY** are desirous of having the **COUNTY** make certain improvements in connection with **Financial Project Identification Number (FP ID) 438188-2-58-01** for landscape improvements in the County of JEFFERSON, Florida, *State Road 57 (US 19) from Interstate 10 North to Martin Rd*, Jefferson County, Florida, herein after referred to as the “**PROJECT**.” **The PROJECT will have an Installation Phase and a Maintenance Phase, which is further described herein.** The **DEPARTMENT** and the **COUNTY** may sometimes referred to in this Agreement as a “Party”, and collectively as the “Parties.”

1. The **DEPARTMENT** and the **COUNTY** have the authority under Section 339.12, Florida Statutes, to enter into this Agreement; and
2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to “provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs”; and
3. The **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and
4. The **DEPARTMENT** shall reimburse the **COUNTY** for services as further described in this Agreement and in Exhibit “A” Scope of Services, attached hereto; and
5. The **COUNTY**, by resolution No. _____, a copy of which is attached hereto as Exhibit “D”, has authorized the Mayor or County Official to enter into this Agreement.

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

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. **SERVICES AND PERFORMANCE**

A. The **COUNTY** shall be responsible for the preparation of all design plans for the **PROJECT** at **COUNTY**'s sole its expense. Said design plans shall include the design for the installation and maintenance of any and all plants, planting material, and irrigation systems, to be maintained by the **COUNTY** under this Agreement (the "Plans"). The Plans shall be deemed to be incorporated by this reference into this Agreement upon completion by the **COUNTY**.

B. The **COUNTY** shall have the sole responsibility for resolving claims and requests for the addition work for the **PROJECT**. The **COUNTY** will make best efforts to obtain the **DEPARTMENT'S** input in its decisions.

C. The **COUNTY** shall furnish the services with which to undertake and complete the **PROJECT**, which shall consist of both an i) Installation Phase and ii) Maintenance Phase, said services being further described in Exhibit "A" to this Agreement.

D. The **COUNTY** agrees to undertake and complete the **PROJECT** in accordance with all applicable statutes, rules and regulations, including **DEPARTMENT** standards and specifications and in accordance with District Three Landscape Care Guide – Landscape and Irrigation Care along the State Highway System, dated February 4, 2016, as may be amended or revised from time to time ("Landscape Care Guide"), which is hereby incorporated by reference into this Agreement. The **COUNTY** shall take the necessary steps to insure the **PROJECT** is completed within state or **COUNTY** right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The **COUNTY** shall be responsible for obtaining clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The Parties agree that this Agreement shall act as the **COUNTY'S** permit from the **DEPARTMENT** to perform the **PROJECT**. However, if the **PROJECT** requires bore work to be performed, the **COUNTY** shall obtain a permit from the **DEPARTMENT** prior to performing the bore work.

ii). The **COUNTY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

E. Upon completion of the Installation Phase of the **PROJECT**, the appropriate **COUNTY** representative shall certify to the **DEPARTMENT** that the Installation Phase of **PROJECT** has been completed in accordance with the Plans and specifications, and all the terms and conditions of this Agreement. Said certification shall be done by forwarding a completed Certification of Completion form, attached hereto as Exhibit "C," in accordance with Section 11.L. of this Agreement. Completion of the Installation Phase of the **PROJECT** shall be subject to final acceptance and certification by the **DEPARTMENT**.

F. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **COUNTY** and of the details thereof. Therefore, the **COUNTY** shall provide a monthly report on the first business day of the month to the **DEPARTMENT** project manager during the Installation Phase.

G. If the **COUNTY** hires a consultant, it must certify that its consultant has been

selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

H. The **COUNTY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

I. The **COUNTY** shall have sole responsibility for maintaining the subject landscaping according to **DEPARTMENT** standards and specifications, as well as stipulations outlined in the Landscape Care Guide. Upon the execution of this Agreement, The **COUNTY** certifies that it has received a copy of the Landscape Care Guide and agrees to be bound by the terms and conditions contained therein.

J. Upon completion of the Installation Phase of the **PROJECT** by the **COUNTY**, the **COUNTY** will assume responsibility for the Maintenance Phase of the **PROJECT**, which includes, irrigation and other related materials identified in the Plans, and will conduct such maintenance as specified in accordance with any maintenance plan identified in the notes of the **PROJECT** Plans, as well as the requirements set forth in the Landscape Care Guide. The **COUNTY** shall coordinate with the **DEPARTMENT**'s District Landscape Project Manager or their designee to inspect the **PROJECT** on a quarterly basis and subsequently make corrections based on each quarterly inspection. In the event the **COUNTY** fails to maintain the **PROJECT** in accordance with a maintenance schedule and plan, the **DEPARTMENT**, at its option, may perform the required maintenance and the **COUNTY** shall reimburse the **DEPARTMENT** for the costs.

K. The **COUNTY**:

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

ii). 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.

8. **TERM**

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

i). Installation Phase

The term of the Installation Phase of the **PROJECT** shall commence subsequent to execution of this Agreement and shall end on the date the **DEPARTMENT** receives from the **COUNTY** notification and certification of completion of the Installation Phase in accordance

with Section 7.E. of this Agreement, or **December 31, 2018**, whichever occurs first. The Installation Phase shall include a 365 day establishment period. If the COUNTY does not complete the Installation Phase of the PROJECT by **December 31, 2018**, or within the time granted by means of written extension(s) in accordance with Section 11.J. of this Agreement, then this Agreement will expire on the last day of the scheduled completion of the Installation Phase as provided in this paragraph.

ii). Maintenance Phase

The term of the Maintenance Phase of the PROJECT shall commence on the date the COUNTY provides certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement and shall continue for a period of five (5) years from that date. This Agreement will expire on the last day of the five (5) year term of the Maintenance Phase.

iii). Renewal Option

Notwithstanding the foregoing, this Agreement has a renewal option. Upon agreement by the DEPARTMENT and the COUNTY, this Agreement may be renewed for a period not to exceed five (5) years, it being understood that the total number of renewal periods shall not exceed two separate five (5) year renewals. The renewal(s) will be subject to the same terms and conditions set forth in the original Agreement, as well as any amendments thereto.

9. REIMBURSEMENT AND PAYMENT

A. i) The total cost of the PROJECT is estimated at **\$272,000.00**. The DEPARTMENT shall reimburse the COUNTY for **one hundred percent (100%)** of the total actual costs directly related to the Installation Phase of the PROJECT, in an amount not to exceed **TWO HUNDRED SEVENTY TWO THOUSAND and 00/100 DOLLARS (\$272,000.00)**, for actual costs incurred. It is understood and agreed to by the Parties that the total reimbursement amount under this Agreement shall not exceed **\$272,000.00**, unless otherwise provided herein or as may be subsequently agreed to by the Parties through the execution of an amendment. The method of compensation is further described in Exhibit "B", which is attached hereto. Any additional costs, such as design costs of the PROJECT, costs relating to the Maintenance Phase of the PROJECT, or other items not covered by this Agreement, shall be the COUNTY's sole responsibility.

ii) The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Department's Landscape Project Manager, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The DEPARTMENT shall reimburse the COUNTY upon receipt of a properly submitted invoice and all supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the COUNTY to the consultant/contractor who performed the work under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.

iv) Invoices shall be submitted by the **COUNTY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services 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 **DEPARTMENT** and must also establish that the required minimum level of service to be performed was met, and that the criteria for evaluating successful completion was met, as specified in Section 7 and Exhibit "A" of this Agreement.

vi) The **COUNTY** may receive progress payments for deliverables based 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 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) If the schedule for performance exceeds 30 days the **COUNTY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **COUNTY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **COUNTY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

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

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

x) Travel costs will not be reimbursed.

B. 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.

C. 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. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

10. TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines 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 the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to terminate or cancel 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 of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **COUNTY** upon (60) sixty days written notice to 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**.

11. MISCELLANEOUS

A. Participants (in this document identified as **COUNTY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial 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

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, 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 **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices which have to be returned to a **COUNTY** because of **COUNTY** 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**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

D. 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**.

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

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

G. 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.

H. It is understood between the Parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **COUNTY** notice regarding such removal, relocation or adjustment and the **COUNTY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **COUNTY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **COUNTY** removes a **PROJECT** pursuant to this Agreement, the **COUNTY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

J. 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 and conditions herein, nor any extension of time for completion of any phase of the PROJECT, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

K. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. 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.

L. Any and all notices, reports, invoices, and certifications required pursuant to the terms of this Agreement shall be sent by First Class United States Mail to the addresses listed below; provided, however, that the **DEPARTMENT** may, by written authorization to the **CITY**, allow for a separate means of notification:

DEPARTMENT
Dustie Moss, District Landscape
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

COUNTY

Kirk B. Reams, Clerk of Court/CFO
Jefferson County BOCC
1 Courthouse Circle
Monticello, FL 32344

M. The **DEPARTMENT** and the **COUNTY** agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

N. The **COUNTY** agrees to comply with requirements set forth in Section 334.044(26), Florida Statutes.

O. This Agreement shall become effective on the last date of a signature by a Party.

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

COUNTY OF JEFFERSON, FLORIDA

ATTEST: _____(SEAL)
CLERK

BY: _____
TITLE: _____
DATE: _____

COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____(SEAL)
EXECUTIVE SECRETARY

BY: _____
DIRECTOR OF
TRANSPORTATION
OPERATIONS
DATE: _____

LEGAL REVIEW:

OFFICE OF GENERAL COUNSEL

Exhibit "A"
SCOPE OF SERVICES

FP ID: 438188-2-58-01

Landscaping of State Road 57 (US 19) from Interstate 10 North to Martin Rd

SCOPE OF SERVICES

This project will be Phase II of a larger project. Phase I of the project has been constructed. Phase I consisted of plantings in the I-10 /US 19 interchange. Phase II will align approximately 10,500 feet of roadway between US19/ I-10 Interchange to approximately Martin Road along US 19 South of Monticello. Select sections of this roadway section are proposed where the Landscape Architect believes will be most aesthetically appealing and ecologically sustainable, and with consideration of driver safety in mind (i.e. clear zone, sight distance, etc.). These plantings areas will contain canopy trees, such as Magnolias and Live Oaks. Areas will be planted with Crepe Myrtles or other flowering understory species. Sabal and Pindo Palms or other hearty shrubs will be placed in the planting beds as well. An estimate of the proposed plantings for Phase II can be found in the table attached labeled Exhibit 1.

Summary: This project will be Phase II of a larger project that will extend from I-10 north to approximately Martin Road along US 19, north of Monticello. The project will include median and/or roadside plantings that will be maintained by the City, County, Civic groups, and/or business owners. The green area among the plantings will be mowed and maintained along with the installed plants.

PROJECT ESTIMATE:

1.0 GENERAL									
ITEM	DESCRIPTION					QTY	UNIT	UNIT PRICE	TOTAL
1.1	MOBILIZATION					1	LS	\$ 20,000.00	\$ 20,000.00
1.2	BONDS AND INSURANCE					1	LS	\$ 25,000.00	\$ 25,000.00
1.3	MAINTENANCE OF TRAFFIC					1	LS	\$ 15,000.00	\$ 15,000.00
SUBTOTAL								\$ 60,000.00	
ITEM	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATIONS	QTY	UNIT	UNIT PRICE	TOTAL	
2.0 PLANTS									
2.1	Lagerstroemia indica Muscogee	MUSCOGEE	10'-12' oa	Standard, 45 gal. min. - lavender	50	EA	\$ 520.00	\$ 26,000.00	
2.2	Magnolia grandiflora	GRANDIFLORA	10' oa	45 gal. min. container grown, full	31	EA	\$ 605.00	\$ 18,755.00	
2.3	Sabal palmetto	SABAL PALM	stagg'd hts as noted	sun grown, full heads, regenerated	94	EA	\$ 605.00	\$ 56,870.00	
2.4	Buita capitata	PINDO PALM	4' ct	sun grown, full head	16	EA	\$ 900.00	\$ 14,400.00	
2.5	Buita capitata	PINDO PALM	5' oa	sun grown, full head	32	EA	\$ 325.00	\$ 10,400.00	
2.6	Quercus virginiana	LIVE OAK	10'-12' ht.	45 gal. min. container grown	85	EA	\$ 380.00	\$ 32,300.00	
2.7	Llex Cornuta- Bufordii	BUFORD HOLLY	3'-4' oa	7 gal. min, full	61	EA	\$ 155.00	\$ 9,455.00	
2.8	Crape Myrtle- Purple Magic	PRUPLE MAGIC	3'-4' oa	7 gal. min, full	14	EA	\$ 180.00	\$ 2,520.00	
SUBTOTAL								\$ 170,700.00	
ITEM	DESCRIPTION					QTY	UNIT	UNIT PRICE	TOTAL
3.0 IRRIGATION									
3.1	Irrigation					1	LS	\$ 31,200.00	\$ 31,200.00
SUBTOTAL								\$ 31,200.00	
Contingency (5%)								\$ 10,095.00	
TOTAL PROJECT COST (BASE BID)								\$ 271,995.00	

Note: The proposed plantings are subject to change during construction based on availability, and are subject to FDOT approval.

The project design, set-backs, tree heights, etc. are subject to change pending field condition. Proposed plantings are also subject to change during construction based on availability.

EXHIBIT “B”
Method of Compensation

FP ID: 438188-2-58-01

State Road 57 (US 19) from Interstate 10 North to Martin Rd

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” Scope of Services of this Agreement, the **DEPARTMENT** shall reimburse the **COUNTY** in an amount not to exceed **TWO HUNDRED SEVENTY TWO THOUSAND and 00/100 DOLLARS (\$272,000.00)**, for actual costs incurred.

The **COUNTY** may receive progress payments for actual costs incurred for deliverables based 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 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.

EXHIBIT "C"
Certification of Completion

FP ID: 438188-2-58-01

State Road 57 (US 19) from Interstate 10 North to Martin Rd

CERTIFICATION OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and JEFFERSON COUNTY

PROJECT DESCRIPTION: *State Road 57 (US 19) from Interstate 10 North to Martin Rd,
Jefferson County, Florida*

FINANCIAL MANAGEMENT ID# 438188-2-58-01

In accordance with the terms and conditions of the JOINT PARTICIPATION AGREEMENT,
the undersigned hereby provides notification that the Installation Phase of Project under this
Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

Exhibit "D"
RESOLUTION

FP ID: 438188-2-58-01

Landscaping of State Road 57 (US 19) from Interstate 10 North to Martin Rd

ITEM 6(c)

**WACISSA HEADWATERS PARK
LWCF GRANT AGREEMENT**

DEP AGREEMENT NO. LW649

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES
AGREEMENT FOR FISCAL YEAR 2016-2017**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.) between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department"), and **JEFFERSON COUNTY**, whose address is 1 Courthouse Circle, Monticello, Florida, 32344 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as **Wacissa Springs Park, Project Number LW649** (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" may be used interchangeably.

WHEREAS, the Department is authorized to administer the Land and Water Conservation Fund (LWCF) State Assistance Program, pursuant to the Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578, Title 54, U.S.C. Chapter 2003 and Section 375.021(4), F.S.; and,

WHEREAS, the Department received federal financial assistance through the Land and Water Conservation Fund Project Agreement No. **12-00649** from the United States Department of the Interior, National Park Service (hereinafter referred to as "USDOI" or "NPS") for the purposes of administering LWCF funds for public outdoor recreation projects; and,

WHEREAS, pursuant to subsections 62D-5.069(16) and 62D-5.070(4), Florida Administrative Code (F.A.C.), the Grantee, as an approved applicant following a competitive evaluation of eligible program applications, has been determined to be a subrecipient of the LWCF federal funds being administered and monitored by the Department. Thus, the Grantee and Department are additionally responsible for complying with the appropriate federal guidelines in performance of the Project activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.021(4), F.S. and Rules 62D-5.068 through 62D-5.074, F.A.C. as may be amended from time to time, the Parties hereto agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at either of the following websites: http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm, <http://www.dep.state.fl.us/gwt/grants/>, or by contacting the Department's Grant Manager, listed in paragraph 19 of this Agreement.

Prior to commencement of Project, the Grantee shall submit, to the Department for approval, all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-122**, available online and incorporated herein by reference. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to

commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the "Notice to Commence", except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.069(31), F.A.C.

Project site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project site improvements and facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. Any conceptual site plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the site shall be placed underground.

The Grantee shall have any final site plans (site, engineering, and architectural) prepared for the proper and full completion of the Project, sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"), and shall deliver a complete original, signed and sealed, set of the Project Plans to the Department as a condition of and prior to commencement of any Development.

Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public in accordance with Rule 62D-5.074, F.A.C. Land which is leased from the federal government or another public agency by Grantee, must include safeguards to ensure the perpetual use requirement contained in the LWCF Act.

Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor would assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with Subsection 62D-5.074(1), F.A.C. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. Facilities shall be kept in reasonable repair for a minimum of twenty-five (25) years from the date set forth on the Project Completion Certificate to prevent undue deterioration. This Agreement is not transferable.

2. PERIOD OF AGREEMENT:

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the effective date of this Agreement, inclusive. At the written request of the Grantee, the Department may extend this period for good cause such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond the Grantee's control. The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after October 1, 2016, until the effective date of full execution of this Agreement.

3. FUNDING/CONSIDERATION/INVOICING:

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost(s) pursuant to LWCF guidelines regarding Department-approved Pre-Agreement Expenses, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the LWCF Program and, rules and regulations applicable to expenditures of federal and state funds, hereby adopted and incorporated by reference.

- A. As consideration for satisfactory performance for the approved Project(s) rendered by the Grantee under LWCF guidelines and terms of this Agreement, the Department shall pay the Grantee on a reimbursement basis up to a maximum of \$195,063.00 towards the total estimated approved Project cost of \$390,126.00. The Parties understand and agree that this Agreement requires at least a fifty percent (50%) match from the Grantee towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the

responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of LWCF Program funds. Grant awards are contingent upon appropriation by the USDOJ, NPS and/or the Florida Legislature.

All match shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable.

Grantee acknowledges and agrees to provide eligible match types as set forth in the Manual. Grantee acknowledges and agrees to the requirements not to provide ineligible match sources, which includes real property acquired or funds obtained from any of the following sources:

- i. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and Land and Water Conservation Fund (LWCF); and
- ii. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
- iii. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all or part of the Grantee's required match, must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit, to the Department, an appraisal(s) obtained at its own expense, prepared in accordance with uniform appraisal standards for federal land acquisitions, which establishes the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,00 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period and prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Project cost is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the lower of the purchase price or the approved appraised value is the basis of the Project cost. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement for all approved Projects.

- i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.F., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
- ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.F., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**, available online and incorporated herein by reference. To be eligible for reimbursement, costs must be in compliance with laws, rules and

regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department within sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed and all allowable match-related expenses incurred pursuant to **Attachment A** must be performed and/or incurred on or before the completion date of the Agreement, and be conducted in accordance with the LWCF guidelines. The final payment will not be processed until the match requirement has been met.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.073(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.069(31), F.A.C., means expenses incurred by a Grantee, with Department approval, for accomplishment of an eligible LWCF project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.073(2)(b), F.A.C., allows for project planning expenses for Development projects, such as architectural and engineering costs, permitting fees, and project inspection fees, as eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the Project cost. Such costs shall only be incurred between the effective date of, and the Project completion date as identified in this Agreement.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
 - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.

- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and scope of services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
- c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
- v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
- vi. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
- vii. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage,

attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/; and allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200 and 2 CFR 1402, at <http://www.ecfr.gov>.
- G. For the purchase of goods or services costing more than \$2,500 and less than \$35,000 the Grantee shall obtain at least two (2) written quotes. For any purchase over \$35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisition Regulations, 48 CFR § 2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR § 200.320 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR§200.320(c)-(f).
- H. Pursuant to 2 CFR § 200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures
Hospital	2 CFR 200 and 45 CFR Part 75

- J. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a

project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

- K. Because of the federal funds awarded under this Agreement, the Grantee must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement

4. ANNUAL APPROPRIATION:

The State of Florida, by and through the Department's performance and obligation to pay under this Agreement, is contingent upon an annual appropriation by Florida Legislature and the availability of funding and grants from the USDOJ, NPS. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment(s) associated therewith may be rescinded with proper notice at the discretion of the Department if USDOJ, NPS and/or Florida Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment E, Project Status Report, DRP-109**, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the Parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <http://www.dep.state.fl.us/parks/outdoor/scorp.htm> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<http://www.dep.state.fl.us/parks/outdoor/recinventory.htm>).
- C. If the direct and/or indirect purchase of equipment is authorized under paragraph 23 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

6. RETAINAGE:

The Department shall retain ten percent (10%) of the grant award until the Grantee completes the Project and the Department approves the completion documentation, pursuant to LWCF requirements and additionally set forth in paragraph 62D-5.073(2)(c) and subparagraph 62D-5.073(7)(e)2., F.A.C.

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. PROJECT COMPLETION CERTIFICATION:

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment F, Project Completion Certification, DRP-125**, available online and incorporated herein by reference. The Project must be designated complete prior to release of final reimbursement.

8. INDEMNIFICATION:

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination.
- B. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written

notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- C. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. REMEDIES/FINANCIAL CONSEQUENCES:

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions

approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.

- i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Agreement.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.
- vi. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
 - a. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancelable, and;
 - b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

- C. If the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62D-5, F.A.C., the Department shall terminate this Agreement and demand return of the LWCF Program funds and any equipment purchased with grant funds that has not been properly disposed of in accordance with the federal property management requirements set forth in 2 CFR Part 200, Subpart D (§§ 200.310 through 200.316). Furthermore, the Department shall declare the Grantee ineligible for further participation in LWCF until such time as compliance has been obtained pursuant to Subsection 62D-5.074(4), F.A.C.

11. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Secretary of the Interior, the DOI Office of the Inspector

General, the Comptroller General of the United States, the National Park Service, the Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
- D. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- E. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.F. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under

any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Any/all subcontractor(s) awarded contracts for construction of facilities under this Agreement must be bonded and insured.
- C. The Grantee agrees to comply with the procurement requirements contained in 2 CFR § 200.317 through 2 CFR § 200.326 for its selection of subcontractors, with the exception of the procurement thresholds, which are provided in paragraph 3.H. of this Agreement.
- D. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the U.S. Department of Interior (DOI) and/or other Federal department, agency, or instrumentality without the Department's prior written approval.
- E. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- F. In accordance with 2 CFR § 200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. The DOI encourages non-federal entities to utilize small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Grantee and its subcontractors may use the services and assistance, as appropriate, of such organization as the Small Business Administration (<https://www.sba.gov>) and the Minority Business Development Agency (MBDA) within the Department of Commerce (<http://www.mbda.gov>).

14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

15. **SIGNAGE:**

Grantee must erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance, at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use and sample sign are available online: <http://www.dep.state.fl.us/Parks/OIRS>.

16. **LOBBYING PROHIBITION:**

The Grantee agrees to comply with, and include in subcontracts and subgrants, the following provisions:

- A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- D. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- E. If this Agreement is for more than \$100,000, and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment H, Standard Form-LLL, "Disclosure of Lobbying Activities"** (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for less than \$100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.
- F. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. COMPLIANCE WITH LAW:

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

- B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. To facilitate and document the NEPA process, the LWCF Proposal Description and Environmental Screening Form (PD/ESF) was completed and submitted as part of the approved LWCF application to the NPS. The ESF administratively documents a Categorical Exclusion (CE) recommendation or the necessity of further environmental review through an Environmental Assessment (EA) or Environmental Impact Statement (EIS), as necessary. NPS will conduct an independent review of the PD/ESF and determine the appropriate action. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.

18. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

19. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	850-245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Mr. Kirk Reams or Successor	
Clerk of Court, CFO	
Jefferson County	
1 Courthouse Circle	
Monticello, FL 32344	
Telephone No.:	850-342-0218
Fax No.:	850-342-0222
E-mail Address:	kreams@jeffersonclerk.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.C. should include the updated Grant Manager information

20. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the Department's Grant Manager within ten (10) calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required

coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

21. CONFLICT OF INTEREST:

Pursuant to 2 CFR § 200.112, the Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

24. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

25. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- C. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Grantee must identify any products that may be used or adapted for use by visually-impaired, hearing-impaired or other physically-impaired individuals.

- E. Pursuant to 36 CFR § 59.4, Section 6(f)(8) of the Land and Water Conservation Fund Act prohibits discrimination on the basis of residence, including preferential reservation or membership systems, except to the extent that reasonable differences in admission and other fees may be maintained on such basis. This prohibition applies to both regularly scheduled and special events. Fees charged to nonresidents cannot exceed twice that charged to residents. When there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. The Grantee is prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only. Nonresident fishing and hunting license fees are excluded from these requirements.

26. DEBARMENT/SUSPENSION:

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR Part 180 and Part 1400), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the Grantee shall certify before entering into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the National Park Service to the Department. The prospective lower tier participant shall certify it is not excluded or disqualified by, (a) Checking SAM Exclusions; or (b) Collecting a certification from that person; or (c) Adding a clause or a condition to the covered transaction with that person, and such prospective participant shall attach an explanation to this Agreement. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

27. COPYRIGHT, PATENT AND TRADEMARK:

The NPS and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
- B. Any rights of copyright to which a Grantee, subgrantee or a contractor purchases ownership with grant support.

28. LAND ACQUISITION:

Land acquisition, where title to land acquired with LWCF funds vests in a Grantee, is not authorized under the terms of this Agreement.

29. SITE DEDICATION:

The interest in land developed or acquired by the Grantee with LWCF funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land which is leased from the federal government or another public agency by Grantee, must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor would assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. These dedications

must be recorded in the county's public property records by the Grantee.

30. PHYSICAL ACCESS AND INSPECTION:

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

31. CONVERSION:

This Project site acquired and/or developed with LWCF assistance shall be retained and used for public outdoor recreation. This Project site so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual and all other applicable regulations. Any and all conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOJ, NPS and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee shall replace the area, facilities, resource or Project site at its own expense with an acceptable project of comparable or greater value, scope and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps shall be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement.

32. CONTRACT PROVISIONS AND REGULATIONS:

The Grantee agrees to comply with, and include as appropriate in subcontracts and subgrants, the provisions contained in **Attachment J, Contract Provisions for DOI-Funded Agreements**, attached hereto and made a part hereof.

33. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

34. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

35. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

36. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

37. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

JEFFERSON COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Address:

Attest: _____

By: _____

FEID No.: 59-6000690

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – DRP-122</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/LWCF%202015%20REVISED/LWCF_CommencementDocumentationChecklist_FormDRP-122.pdf
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – DRP-115</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – DRP-109</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf
<u>Attachment</u>	<u>F</u>	<u>Project Completion Certification – DRP-126</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/LWCF%202015%20REVISED/LWCF_ProjectCompletionCertification_FormDRP-126.pdf
<u>Attachment</u>	<u>G</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>J</u>	<u>Contract Provisions for DOI-Funded Agreements (5 Pages)</u>

ATTACHMENT A
PROJECT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)

Project Name: Wacissa Springs Park
Grantee Name: Jefferson County
LWCF Project # LW649

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee’s Application as it appears on the Recommended Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.¹

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in subparagraph 62D-5.073(7), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at Wacissa Springs Road, Monticello, FL 32344 and is a considered a “Development Project” pursuant to paragraph 62D-5.070(5)(b), F.A.C.

BUDGET: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match for development projects will be provided by cash, in-kind service costs, or donated real property, as set forth in Rule 62D-5.070(6), F.A.C. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the “Notice to Commence”. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$195,063.00
Required Grantee Match Amount:	\$195,063.00
Total estimated Project Cost:	\$390,126.00
Match Ratio:	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1. Development of Commencement Documentation Checklist (DRP-122)¹, which includes:</p> <ul style="list-style-type: none"> • A professional site plan; • Commencement Certification (DRP-123)¹; • A boundary survey; and • A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-122)¹, and will be required prior to commencement.</p>	<p>DELIVERABLE 1</p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-122)¹</p> <p>1.B. Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</p> <p>Project planning expenses for development projects, such as architectural and engineering costs, permitting fees, and Project inspection fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>	<p>180 Days after Execution of Agreement²</p>	<p>The Department shall terminate the project agreement if the required deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary Project Element, which includes: New boardwalk with overlook/fishing area, picnic facilities, parking and restrooms.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-125)¹, which includes:</p> <ul style="list-style-type: none"> • Project Completion Certification (DRP-126)¹ • Final “As-Built” site plan • Florida Park Inventory Form • Project Photographs • Notice of Limitation of Use/Site Dedication (DRP-113)¹ 	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125)¹</p> <p>2.B. Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due 60 days prior to the expiration of this Agreement³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115)¹ along with all required documentation, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. LWCF documentation is available at <http://www.dep.state.fl.us/Parks/OIRS/default.htm> and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in paragraph 62D-5.073(7)(a), F.A.C.

ATTACHMENT D

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, 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 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR § 200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F 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).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR § 200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning Land and Water Conservation Fund Grants	\$195,063.00	140001

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$195,063.00	
--------------------	--	--	--	--	---------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT H
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this

ATTACHMENT J

Contract Provisions for DOI-Funded Agreements

The Department, as a recipient, shall comply with the following provisions. The Department, as a pass-through entity, requires all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Grantees must include these requirements in all related subcontracts and/or sub-awards.

For the purposes of this Attachment, the terms “Contractor” shall mean “Grantee” and/or “Recipient” and “Contract” shall mean “Agreement.”

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Contract is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Contract, if the Contractor materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Recipient may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

The Recipient shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this Contract.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed in the Standard Terms and Conditions of the Contract.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such

- information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Contract is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contract shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10. Procurement of Recovered Materials

The Recipient and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Grantees **shall comply with the regulations listed in 2 CFR 200 and 48 CFR 31.**

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantees must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. § 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the

simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination.

COMPLIANCE WITH ASSURANCES

18. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

DEPARTMENT OF INTERIOR-SPECIFIC

19. Department of Interior (DOI) General Terms and Conditions

Grantees shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

20. DOI Regulations

Grantees shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

21. Drug-Free Workplace

Grantees must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

22. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

23. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

24. USFWS Financial Assistance Award Terms and Conditions

Grantees shall comply with the USFWS Financial Assistance Award Terms and Conditions Effective January 6, 2017, or later, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

25. Land and Water Conservation Fund (LWCF) Project Agreement General Provisions
Grantees shall comply with the LWCF Project Agreement General Provisions available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.

26. LWCF Federal Financial Assistance Manual
As applicable, Grantees shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.

27. Historic Preservation.
As applicable, Grantee shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ITEM 6(d)

**CURTIS MILL ROAD BRIDGE REPAIR
SCOP AGREEMENT**



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

Stephen Fulford
District 1, Vice-Chair

Gene Hall
District 2, Chair

J.T. Surles
District 3

Betsy Barfield
District 4

Stephen Walker
District 5

JEFFERSON COUNTY **BOARD OF COUNTY COMMISSIONERS** **RESOLUTION #2017-051817-02**

WHEREAS, Jefferson County's Curtis Mill Road Bridge is in need of repairs, and

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

WHEREAS, the Small County Outreach 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 the repair of bridges, and

WHEREAS, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 435782-2-54-01 for costs directly related to repairs on Curtis Mill Road Bridge, 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 Outreach Program Agreement" related to the project.

DONE THIS 18th DAY OF May, 2017.

Gene Hall, Chair

Attest: _____
Kirk B. Reams, Clerk

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT

<p>Financial Project No: <u>43578225401</u></p> <p>Contract No. _____</p>	<p>Vendor No.: <u>F596000690004</u></p> <p>CSFA No. and Title: <u>55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)</u></p> <p>_____</p>
--	---

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT

This Small County Outreach Program Agreement (“Agreement”) is entered into this _____ day of _____, _____ between the State of Florida, Department of Transportation (“Department”) and Jefferson County, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program (“SCOP”) has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (“RAO”)) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit “A” attached and incorporated in this Agreement (“Project”), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

F. Waiver or reduction of the Recipient contribution is authorized by the Department, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit “A” for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement (“Effective Date”) and continue through December 31, 2017. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
 - a. Design plans contract to begin on or before na, and design plans to be completed by na.
 - b. Actual Construction shall begin no later than July 1, 2017, and be completed by December 31, 2017.
4. The Department will participate in a maximum of 100% of the actual total project costs up to \$25,000.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department’s participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit “A”, and as set forth in the Method of Compensation in Exhibit “B”.
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 435782-2-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”. Any changes to the deliverables shall require written approval in advance by the Department.

- d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit “D.”
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, 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. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of

this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- h. 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 years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement 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 incorporated as follows:

“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 (1) 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 one (1) year.”
- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state 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, 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)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

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

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information

required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
 - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.
 7. The Recipient 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.

8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services (“CEI”) of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project.
9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of “as-built” plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient 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 Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient’s response to each such request.

11. The Recipient 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.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. 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 Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

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

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

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

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

17. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors,

sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

18. The Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
19. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
20. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
21. 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 the Agreement in the event the Recipient 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 is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.

22. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
23. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.
- | | |
|--------------------------------------|----------------------------------|
| TO DEPARTMENT: | TO RECIPIENT: |
| Florida Department of Transportation | <u>Jefferson County BOCC</u> |
| <u>Program Management Office</u> | <u>Atten: Mr. Kirk Reams</u> |
| <u>1074 Highway 90</u> | <u>1 Courthouse Circle</u> |
| <u>Chipley, Florida 32428</u> | <u>Monticello, Florida 32344</u> |
| Attention: Project Manager | |
| Copy: District Chief Counsel | |
24. 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.
25. 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.
26. This Agreement shall not be construed to grant any third party rights.
27. In no event shall the making by the Department of any payment to the Recipient constitutes 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 Recipient, 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.
28. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to

writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.

29. 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 thus remains 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.
30. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
31. Time is of the essence as to each and every obligation under this Agreement.
32. The Department and the Recipient acknowledge and agree to the following:
 - i. The Recipient 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 Recipient during the term of the contract; and
 - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
33. This Agreement may be executed in duplicate originals.
34. 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 parties have executed this Agreement on the date(s) below.

Jefferson County
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

Title: _____

Print Name

Attest: _____

Title: _____

Print Name

BY: _____

Title: Director of Transportation
Development

Attest: _____

Date: _____

Legal Review: _____

See attached encumbrance form for date of funding
approval by Comptroller

Recipient's Legal Review _____

Print Name _____

EXHIBIT “A”

SCOPE OF SERVICES AND

DELIVERABLES

Curtis Mill Road Bridge Repair

FPID# 435782-2-54-01

The scope of work will include removing the north 16 foot bridge section to expose broken piling and replace at north abutment wall; drive additional piles at the end of both sides of abutment wall; cross brace center section of pilings with new 4x6 timbers; reinstall the bridge section and secure to piling; install new wood runners and 10" high timber curbing on each side of the bridge.

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"

METHOD OF COMPENSATION

FINANCIAL PROJECT NO. 43578225401

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
referenced by the above Financial Project Number.

Schedule of Funding:

	FY <u>2017</u>	FY _____	FY _____	TOTAL
I. TOTAL PROJECT COST:	\$25,000	\$ _____	\$ _____	\$ _____
Design	\$ _____	\$ _____	\$ _____	\$ _____
Right of Way	\$ _____	\$ _____	\$ _____	\$ _____
Construction	\$25,000	\$ _____	\$ _____	\$ _____
CEI	\$ _____	\$ _____	\$ _____	\$ _____
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$25,000	(100%) or \$ _____	(100%) or \$ _____	(%) or \$ _____
Local Participation	(0%) or \$ _____	(0%) or \$ _____	(0%) or \$ _____	(0%) or \$ _____
In-Kind	\$ _____	\$ _____	\$ _____	\$ _____
Cash	\$ _____	\$ _____	\$ _____	\$ _____
Combination In-Kind/Cash	\$ _____	\$ _____	\$ _____	\$ _____
Waiver or Reduction	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PROJECT COST:	\$25,000	\$ _____	\$ _____	\$ _____

Please submit 1 (insert no. of invoices required) copies of invoice(s) to the following address:
D3LOCAL@dot.state.fl.us

EXHIBIT “C”

STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

CSFA Number: 55.009

Award Amount: 25,000.00

Specific information for CSFA Number 55.009 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

Compliance requirements for CSFA Number 55.009 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT “D”
NOTICE OF COMPLETION

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

Jefferson County RECIPIENT

PROJECT DESCRIPTION: Curtis Mill Road Bridge Repair

FINANCIAL PROJECT NUMBER: 435782-2-54-01

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____
