CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA REGULAR BOARD MEETING MARCH 5, 2019 2:00 P.M.

(ESTIMATED TIMES)

2:00PM - CALL MEETING TO ORDER

2:02PM - PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

2:03PM – APPROVAL OF THE FEBRUARY 19, 2019 REGULAR MEETING MINUTES AND THE FEBRUARY 25, 2019 EMERGENCY MEETING MINUTES; VOUCHERS FOR WARRANTS: ACCOUNTS PAYABLE WARRANTS – 1903-UTL, 1903-1L, 1903-1G, 1903-1RD, 1902-2UT, 1903-UTL, 1903-1E, 1903-1S AND PAYROLL WARRANTS – NONE. (A CHECK REGISTER IS ON FILE IN THE CLERK'S DEPARTMENT OF FINANCE AND ACCOUNTING TO THE BOARD FOR ALL CHECKS AND WARRANTS APPROVED BY THE BOARD AT THIS MEETING) (NEEDS SIGNATURE)

- 2:05PM HLMP Subordination Agreement, Quicken Loans (Mears)
- 2:08PM Bid Award SCRAP CR 549
- 2:11PM Addendum to Ambulance Contract
- 2:14PM Opportunity Florida Local Resolution to Support HB0191
- 2:17PM Board Meeting Agendas
 - Appeal Requirements
 - ADA Compliance
- 2:20PM Tim Jenks Maintenance Department
- 2:23PM Clifford Edenfield Road Department
- 2:26PM Rita Maupin Director of Library Services
- 2:29PM Dowling Parrish Building Official
- 2:32PM Whitney Cherry County Extension Office
- 2:35PM Adam Johnson Interim Emergency Management Director
- 2:38PM Chelsea Snowden Projects and Grants Coordinator
 - Resolution 2019-09 SCOP Silas Green Road
 - Resolution 2019-10 SCRAP 287A
 - Resolution 2019-11 SCOP Bodiford Road
- 2:43PM CLERK TIME
- 2:53PM ATTORNEY TIME
 - Hurricane Michael Tax Relief Resolution
- 3:03PM COMMISSIONER TIME: HUNT MONLYN, WISE, HALL, CHAIRMAN

MEETING ADJOURN @ 3:13PM

GENERAL FUND UTILITIES 1902-2UT



03/01/2019 12:56 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 1 appdwarr

WARRANT: 1902-2UT

VENDOR NAME	CHECK NO	т	CHK DATE	GL ACCOU	ЛТ	GL ACCOUNT DESCRIPTION	
2964 674 - CONSOLIDATED COMMUNICATIONS							
2504 074 CONSOLIDATED COMMONICATIONS	73729 73729 73729 73729 73729 73729 73729 73729 73729	P P P P P P P	03/01/19 03/01/19 03/01/19 03/01/19 03/01/19 03/01/19 03/01/19 03/01/19 03/01/19 03/01/19	01525ST 01554S 01601055 01602055 01603055 01604055 01605055 01685055 4757100	41000 41000 541000 541000 541000 541000 541000	COMMUNICATIONS EXPENSE	722.00 502.19 127.59 134.54 144.41 116.24 464.08 101.26 128.17 1,452.06
VENDOR TOTALS 23,765.06 YT	D INVOICED				23,765.06 YTD	PAID	4,039.80
3250 VERIZON WIRELESS	73730 73730 73731 73731	P P P	03/01/19 03/01/19 03/01/19 03/01/19 03/01/19 03/01/19	01537 11541 01512 01513	41000 41000 41000 41000 41000 41000	COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE TOTAL FOR 73730 COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE	192.68 60.56 116.84 370.08 38.01 36.07 29.93
VENDOR TOTALS 1,545.59 YT	D INVOICED				2,907.01 YTD	PAID	474.09
					RE	PORT TOTALS	4,513.89

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	4,513.89

^{**} END OF REPORT - Generated by Juanice Wengerd **

GENERAL FUND UTILITIES 1902-2UT



03/01/2019 12:55 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 01000

10102

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
73730	03/01/2019	PRINTED	002964 674 - 0 003250 VERIZON 003250 VERIZON		4,039.80 370.08 104.01			
			3 CHECKS	CASH ACCOUNT TOTAL	4,513.89	.00		

GENERAL FUND UTILITIES 1902-2UT



03/01/2019 12:55 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER P 2 apchkrcn

		UNCLEARED	CLEARED	
2 GURGVG		4.512.00		
3 CHECKS	FINAL TOTAL	4,513.89	.00	

EMERGENCY MANAGEMENT 1903-1E



03/01/2019 14:19 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT

P 1 appdwarr

WARRANT: 1903-1E

VENDOR	NAME		CHECK NO	T CHK DATE	GL ACCOU	JNT	GL ACCOUNT DESCRIPTION	
511	BENNETT EUBANKS OIL CO.,	INC.	73732	P 03/05/19	5153900	52000	OPERATING SUPPLIES & FUEL	566.27
	VENDOR TOTALS	59,892.86 Y	TD INVOICED			87,698.73 Y	TTD PAID	566.27
4080	KERIGAN		73733	P 03/05/19	01513	31000	PROFESSIONAL SERVICES	229.00
	VENDOR TOTALS	2,288.25 Y	TD INVOICED			3,669.50 Y	TTD PAID	229.00
2313	QUICK PIC		73734	P 03/05/19	01519SIC	52000	OPERATING SUPPLIES & FUEL	50.85
	VENDOR TOTALS	296.24 Y	TD INVOICED			732.45 Y	TTD PAID	50.85
1704	QUILL CORPORATION		73735	P 03/05/19 P 03/05/19 P 03/05/19	01529	51000 51000 51000	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	173.97 141.98 23.48
	VENDOR TOTALS	3,108.50 Y	TD INVOICED			4,790.93 Y	TTD PAID	339.43
2008	TATUM'S HARDWARE AND SUPP	PLY, INC.	73736 73736	P 03/05/19 P 03/05/19	01519SIC 5153900	2 52000 52000	OPERATING SUPPLIES & FUEL OPERATING SUPPLIES & FUEL	8.99 26.14
	VENDOR TOTALS	7,735.63 Y	TD INVOICED			8,422.53 Y	TTD PAID	35.13
2104	UNITED AUTO PARTS		73737	P 03/05/19	5153900	52000	OPERATING SUPPLIES & FUEL	5.60
	VENDOR TOTALS	5,592.10 Y	TD INVOICED			6,425.59 Y	TTD PAID	5.60
							REPORT TOTALS	1,226.28
						C	COUNT AMOUNT	
				TOTAL	PRINTED	CHECKS	6 1,226.28	

^{**} END OF REPORT - Generated by Juanice Wengerd **

EMERGENCY MANAGEMENT 1903-1E



FOR: Uncleared

03/01/2019 14:18 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

apchkrcn

10102 FOR CASH ACCOUNT: 01000

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	ватсн	CLEAR DATE
73733 73734 73735 73736	03/05/2019 03/05/2019 03/05/2019 03/05/2019	PRINTED PRINTED PRINTED PRINTED	004080 002313 001704 002008		566.27 229.00 50.85 339.43 35.13 5.60			
			6 CHECI	CASH ACCOUNT TOTAL	1,226.28	.00		

EMERGENCY MANAGEMENT 1903-1E



03/01/2019 14:18 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER P 2 apchkrcn

		UNCLEARED	CLEARED	
6 CHECKS	FINAL TOTAL	1,226.28	.00	



03/01/2019 14:39 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 1 appdwarr

WARRANT: 1903-1G

VENDOR	NAME		C	HECK NO	т	CHK DATE	GL ACCOU	NT	GL ACCOUNT DESCRIPTION	
6.1	BAY COUNTY BOARD OF COMMI	CCTOMEDO								
04	BAI COUNTI BOARD OF COMMI	CAMIOTEC		73748	P	03/05/19	01527	31000	PROF SVS	3,043.00
	VENDOR TOTALS	18,258.00	YTD	INVOICED				18,258.00 YTD	PAID	3,043.00
511	BENNETT EUBANKS OIL CO.,	INC.		73749	P	03/05/19	01521	52000	OPERATING SUPPLIES & FUEL	11,911.52
	VENDOR TOTALS	71,804.38	YTD	INVOICED				99,610.25 YTD	PAID	11,911.52
309	CALHOUN COUNTY CHAMBER			73750 73750	P P	03/05/19 03/05/19	01537 01552003	41000 82000	COMMUNICATIONS EXPENSE CHAMBER OF COMMERCE	75.00 1,250.00
	VENDOR TOTALS	7,950.00	YTD					7,950.00 YTD	PAID	1,325.00
3066	CHIPOLA FORD			73751	P	03/05/19	01519	46000	REPAIRS & MAINTENANCE	27.36
	VENDOR TOTALS	27.36	YTD	INVOICED				27.36 YTD	PAID	27.36
338	CITY TIRE COMPANY, INC.			73752	P	03/05/19	01519	46000	REPAIRS & MAINTENANCE	18.50
	VENDOR TOTALS	2,290.61	YTD	INVOICED				2,712.45 YTD	PAID	18.50
3324	COASTAL RADIOLOGY ASSOC F	PA		73753	P	03/05/19	01523	34000	INMATE CARE	165.00
	VENDOR TOTALS	789.00	YTD	INVOICED				1,674.00 YTD	PAID	165.00
366	THE COUNTY RECORD			73754	P	03/05/19	01515	49000	OTHER CURRENT CHARGES	387.00
	VENDOR TOTALS	3,066.73	YTD	INVOICED				3,830.23 YTD	PAID	387.00
3805	FUQUA & MILTON, PA			73755	P	03/05/19	01514	31000	PROF SVS	1,350.00
	VENDOR TOTALS	9,011.90	YTD	INVOICED				10,130.65 YTD	PAID	1,350.00
3373	IHS PHARMACY			73756	P	03/05/19	01523	34000	INMATE CARE	1,792.60
	VENDOR TOTALS	4,285.54	YTD	INVOICED				5,699.42 YTD	PAID	1,792.60
2560	INTERNATIONAL INFOSTATION	1		73757	P	03/05/19	01519MIC	46000	REPAIRS AND MAINT	938.65
	VENDOR TOTALS	3,018.65	YTD	INVOICED				3,018.65 YTD	PAID	938.65



03/01/2019 14:39 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 2 appdwarr

WARRANT: 1903-1G

VENDOR	NAME		C	HECK NO	т	CHK DATE	GL ACCOU	NT	GL ACCOUNT DESCRIPTION	
3760	LEAF									
				73758	P (03/05/19	01602055	46000	REPAIRS AND MAINT	188.99
	VENDOR TOTALS	876.23	YTD	INVOICED				1,048.04 YTD	PAID	188.99
1220	LIFE MANAGEMENT CENTER OF	NW FL, INC	С.	73759	P (03/05/19	01523	34000	INMATE CARE	540.00
	VENDOR TOTALS	3,477.48	YTD	INVOICED				5,340.74 YTD	PAID	540.00
3574	JERRY MCPHERSON			73760	P (03/05/19	01513	46000	REPAIRS AND MAINT	138.00
	VENDOR TOTALS	707.00	YTD	INVOICED				985.00 YTD	PAID	138.00
1512	OFFICE DEPOT CREDIT PLAN			73761	P (03/05/19	01602055	51000	SUPPLIES-TECHNOLOGY	53.24
	VENDOR TOTALS	3,027.92	YTD	INVOICED				3,027.92 YTD	PAID	53.24
3890	PERSONNEL CONCEPTS			73762	P (03/05/19	01537	49000	OTHER CURRENT CHARGES	25.85
	VENDOR TOTALS	25.85	YTD	INVOICED				25.85 YTD	PAID	25.85
2313	QUICK PIC			73763	P (03/05/19	01519	52001	FUEL	253.84
	VENDOR TOTALS		YTD	INVOICED				986.29 YTD	PAID	253.84
3252	RELIABLE COPY PRODUCTS, I	NC.		73764	P (03/05/19	01602055	46000	REPAIRS AND MAINT	72.95
	VENDOR TOTALS									72.95
3977	REMOTE SYSTEMS MANAGEMENT	LLC		73765	P C	03/05/19	01602055	51000	SUPPLIES-TECHNOLOGY	21.96
	VENDOR TOTALS							21.96 YTD		21.96
3617	SEABORN PRINTING CO., INC			73766	P C	03/05/19	11541	49000	OTHER CURRENT CHARGES	68.50
	VENDOR TOTALS	549.57	YTD	INVOICED				549.57 YTD	PAID	68.50
1842	SNOWDEN LAND SURVEYING			73767	P (03/05/19	01515	31000	PROF SVS	2,083.33
	VENDOR TOTALS	10,416.65	YTD	INVOICED				12,499.98 YTD	PAID	2,083.33
2008	TATUM'S HARDWARE AND SUPP	LY, INC.								



03/01/2019 14:39 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 3 appdwarr

WARRANT: 1903-1G

VENDOR	NAME		CHECK	NO	T	CHK DATE	GL ACCOU	NT		GL ACCOUNT DESCRIPTION	
			73	3768	Ρ	03/05/19 03/05/19 03/05/19	01572	57280		REPAIRS & MAINTENANCE OCHEESEE PARK REPAIRS AND MAINT	748.85 39.41 7,644.34
	VENDOR TOTALS	16,485.19	YTD INVO	CED				17,172.09	YTD	PAID	8,432.60
2940	TRANE U.S., INC.		73	3769	P	03/05/19	01519	62000		BUILDINGS & IMPROVEMENTS	22,403.78
	VENDOR TOTALS	25,768.71	YTD INVOI	CED				25,768.71	YTD	PAID	22,403.78
1159	UNIFIRST CORPORATION		73	3770	Р	03/05/19 03/05/19 03/05/19	01519	49000 52000 49000		OTHER CURRENT CHARGES OPERATING SUPPLIES OTHER CURRENT CHARGES	108.90 92.55 5.94
	VENDOR TOTALS	8,058.96	YTD INVO	CED				8,364.75	YTD	PAID	207.39
2104	UNITED AUTO PARTS		73	3771	P	03/05/19	01519	46000		REPAIRS & MAINTENANCE	998.78
	VENDOR TOTALS	7,320.46	YTD INVOI	CED				8,153.95	YTD	PAID	998.78
3250	VERIZON WIRELESS					03/05/19 03/05/19		5 41000 5 41000		COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE	39.70 36.79
	VENDOR TOTALS	1,622.08	YTD INVOI	CED				2,983.50	YTD	PAID	76.49
3876	WAGE WORKS, INC		73	3774	P	03/05/19	01513	51123		HEALTH INSURANCE	134.00
	VENDOR TOTALS	694.60	YTD INVO	CED				847.25	YTD	PAID	134.00
2401	XEROX CORPORATION					03/05/19 03/05/19		34000 34000		OTHER CONTRACTUAL SERVICES OTHER CONTRACTUAL SERVICES	83.45 57.95
	VENDOR TOTALS	3,404.97	YTD INVOI	CED				4,410.64	YTD	PAID	141.40
									RE	PORT TOTALS	56,799.73
									COUI	NT AMOUNT	

		COUNT	AMOUNT
TOTAL PRINTED	CHECKS	28	56,799.73

^{**} END OF REPORT - Generated by Juanice Wengerd **



03/01/2019 14:38 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 01000 10102 FOR: Uncleared

	CHECK DATE		VENDOR		UNCLEARED	CLEARED	ватсн	CLEAR DATE	
72740	02/05/2010	DDTMMDD	000064	BAY COUNTY BOARD OF COMMI BENNETT EUBANKS OIL CO., CALHOUN COUNTY CHAMBER CHIPOLA FORD CITY TIRE COMPANY, INC. COASTAL RADIOLOGY ASSOC P THE COUNTY RECORD FUQUA & MILTON, PA IHS PHARMACY INTERNATIONAL INFOSTATION LEAF LIFE MANAGEMENT CENTER JERRY MCPHERSON OFFICE DEPOT PERSONNEL CONCEPTS QUICK PIC RELIABLE COPY PRODUCTS, I REMOTE SYSTEMS MANAGEMENT SEABORN PRINTING CO., INC SNOWDEN LAND SURVEYING TATUM'S HARDWARE AND SUPP TRANE U.S., INC. UNIFIRST CORPORATION UNITED AUTO PARTS VERIZON WIRELESS VERIZON WIRELESS WAGE WORKS, INC XEROX CORPORATION	2 042 00				
73748	03/05/2013	PRINIEL	000004	BAY COUNTY BOARD OF COMMI	3,043.00				
73749	03/05/2013	PRINIEL	000300	BENNEIL EUBANKS UIL CU.,	11,911.52				
73750	03/05/2013	PRINIEL	000309	CALHOUN COUNTY CHAMBER	1,325.00				
73751	03/05/2013	PRINIEL	003000	CHIPOLA FORD	2/.30 10 FO				
73752	03/05/2019) PRINTEL	000338	CITY TIRE COMPANY, INC.	18.50				
73754	03/05/2013	PRINIEL	003324	CUASIAL RADIOLOGY ASSOC P	105.00				
73755	03/05/2013	PRINIEL	000300	THE COUNTY RECORD	1 250 00				
73756	03/05/2013	PRINIEL	003805	FUQUA & MILION, PA	1,350.00				
73757	03/05/2013	PRINIEL	003373	THE PHARMACY	1,792.00				
73750	03/05/2019) PRINTEL	002560	INTERNATIONAL INFOSTATION	938.05				
73750	03/05/2013	PRINIEL	003760	LEAF	188.99				
73759	03/05/2013	PRINIEL	001220	TERRY MORIERON	120 00				
73760	03/05/2013	PRINIEL	003574	JERRY MCPHERSON	138.00				
73761	03/05/2019	PRINTEL	001512	OFFICE DEPOT	53.24				
73762	03/05/2019) PRINTEL	003890	PERSONNEL CONCEPTS	45.85				
/3/63	03/05/2019	PRINTEL	002313	QUICK PIC	253.84				
/3/64	03/05/2019	PRINTEL	003252	RELIABLE COPY PRODUCTS, I	72.95				
/3/65	03/05/2019	PRINTEL	003977	REMOTE SYSTEMS MANAGEMENT	21.96				
/3/66	03/05/2019	PRINTEL	003617	SEABORN PRINTING CO., INC	68.50				
73767	03/05/2019	PRINTEL	001842	SNOWDEN LAND SURVEYING	2,083.33				
73768	03/05/2019	PRINTEL	002008	TATUM'S HARDWARE AND SUPP	8,432.60				
73769	03/05/2019	PRINTEL	002940	TRANE U.S., INC.	22,403.78				
73770	03/05/2019	PRINTEL	001159	UNIFIRST CORPORATION	207.39				
73771	03/05/2019	PRINTED	002104	UNITED AUTO PARTS	998.78				
73772	03/05/2019	PRINTED	003250	VERIZON WIRELESS	39.70				
73773	03/05/2019	PRINTED	003250	VERIZON WIRELESS	36.79				
73774	03/05/2019	PRINTED	003876	WAGE WORKS, INC	134.00				
73775	03/05/2019	PRINTED	002401	XEROX CORPORATION	141.40				
			28 CHEC	CASH ACCOUNT TOTAL	56,799.73	.00			



03/01/2019 14:38 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 2 apchkrcn

		UNCLEARED	CLEARED	
28 CHECKS	FINAL TOTAL	56,799.73	.00	

LIBRARY FUND 1903-1L



03/01/2019 12:48 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 1 appdwarr

WARRANT: 1903-1L

VENDOR NAME	CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION	
2565 THE LIBRARY STORE, INC.	73728 P 03/05/19 47571SA 51000 OFFICE SUPPLIES	577.04
VENDOR TOTALS	577.04 YTD INVOICED 577.04 YTD PAID	577.04
	REPORT TOTALS	577.04
	COUNT AMOUNT	
	TOTAL PRINTED CHECKS 1 577.04	
	** END OF REPORT - Generated by Juanice Wengerd **	

LIBRARY FUND 1903-1L



03/01/2019 12:47 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 01000

10102

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME		UNCLEARED	CLEARED	ватсн	CLEAR DATE
73728	03/05/2019	PRINTED	002565	THE LIBRARY STO	RE, INC.	577.04			
			1 CHECK	S CASH A	ACCOUNT TOTAL	577.04	.00		

LIBRARY FUND 1903-1L



03/01/2019 12:47 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER P 2 apchkrcn

		UNCLEARED	CLEARED	
1 CHECKS	FINAL TOTAL	577.04	.00	



03/01/2019 14:28 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 1 appdwarr

WARRANT: 1903-1RD

VENDOR	NAME		CHECK NO	T CHK DATE	GL ACCOUN	т	GL ACCOUNT DESCRIPTION	
2003	CAPITAL TRUCK, INC.							
2003	on The Index, The.		73738	P 03/05/19	11541	46000	REPAIRS AND MAINT	365.91
	VENDOR TOTALS	675.04 YTI	O INVOICED			781.20 YTD	PAID	365.91
3501	FASTENAL COMPANY		73739	P 03/05/19	11541	46000	REPAIRS AND MAINT	2.05
	VENDOR TOTALS	28.78 YTI	O INVOICED			28.78 YTD	PAID	2.05
4020	KINGLINE EQUIPMENT		73740	P 03/05/19	11541	46000	REPAIRS AND MAINT	78.23
	VENDOR TOTALS	78.23 YTI	O INVOICED			78.23 YTD	PAID	78.23
3907	RAMSEY'S CASH SAVER		73741	P 03/05/19	11541	49000	OTHER CURRENT CHARGES	15.09
	VENDOR TOTALS	2,220.76 YTI	O INVOICED			2,729.42 YTD	PAID	15.09
4074	SUBER AND WEAVER EQUIPMENT	REPAIR	73742	P 03/05/19	11541	46000	REPAIRS AND MAINT	425.00
	VENDOR TOTALS	425.00 YTI	O INVOICED			425.00 YTD	PAID	425.00
2008	TATUM'S HARDWARE AND SUPPLY	, INC.	73743	P 03/05/19 P 03/05/19 P 03/05/19	11541 11541 11541	46000 52000 53000	REPAIRS AND MAINT OPERATING SUPPLIES & FUEL ROAD MATERIALS AND SUPPLIE	110.25 182.93 23.78
	VENDOR TOTALS	8,052.59 YTI	O INVOICED			8,739.49 YTD	PAID	316.96
2021	TRACTOR & EQUIPMENT		73744	P 03/05/19	11541	46000	REPAIRS AND MAINT	209.40
	VENDOR TOTALS	4,146.69 YTI	O INVOICED			4,146.69 YTD	PAID	209.40
1159	UNIFIRST CORPORATION			P 03/05/19 P 03/05/19	11541 11541	49000 52000	OTHER CURRENT CHARGES OPERATING SUPPLIES & FUEL	420.91 104.24
	VENDOR TOTALS	7,851.57 YTI	O INVOICED			8,157.36 YTD	PAID	525.15
2104	UNITED AUTO PARTS			P 03/05/19 P 03/05/19	11541 11541	46000 52000	REPAIRS AND MAINT OPERATING SUPPLIES & FUEL	339.56 390.02
	VENDOR TOTALS	6,321.68 YTI	O INVOICED			7,155.17 YTD	PAID	729.58
2376	WARD INTERNATIONAL TRUCK SA	LES, INC	73747	P 03/05/19	11541	46000	REPAIRS AND MAINT	169.90



03/01/2019 14:28 441 jwen

BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT

appdwarr

WARRANT: 1903-1RD

TO FISCAL 2019/06 10/01/2018 TO 09/30/2019

VENDOR NAME CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

VENDOR TOTALS

633.68 YTD INVOICED

633.68 YTD PAID

169.90

REPORT TOTALS

2,837.27

COUNT AMOUNT TOTAL PRINTED CHECKS 10 2,837.27

^{**} END OF REPORT - Generated by Juanice Wengerd **



FOR: Uncleared

03/01/2019 14:29 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 01000 10102

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	ватсн	CLEAR DATE
73738	03/05/2019	PRINTED	002003	CAPITAL TRUCK, INC.	365.91			
73739	03/05/2019	PRINTED	003501	FASTENAL COMPANY	2.05			
73740	03/05/2019	PRINTED	004020	KINGLINE EQUIPMENT	78.23			
				RAMSEY'S CÂSH SAVER	15.09			
73742	03/05/2019	PRINTED	004074	SUBER AND WEAVER EQUIPMEN	425.00			
73743	03/05/2019	PRINTED	002008	TATUM'S HARDWARE AND SUPP	316.96			
73744	03/05/2019	PRINTED	002021	TRACTOR & EQUIPMENT	209.40			
				UNIFIRST CORPORATION	525.15			
73746	03/05/2019	PRINTED	002104	UNITED AUTO PARTS	729.58			
	,,			WARD INTERNATIONAL TRUCKS	169.90			
		1	LO CHECI	CASH ACCOUNT TOTAL	2.837.27	.00		



03/01/2019 14:29 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER P 2 apchkrcn

		UNCLEARED	CLEARED	
10 CHECKS	FINAL TOTAL	2.837.27	.00	

SHIP 1903-1S



03/01/2019 10:08 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT

P 1 appdwarr

WARRANT: 1903-1S

VENDOR NAME	CHECK NO	T CHK DATE O	GL ACCOUN	NT	GL ACC	OUNT DESCRIPTION	
393 CALHOUN-LIBERTY ABSTRACT CO.	5847	P 03/01/19 6	5055418	57600	DOWNPAY	YMENT ASSISTANCE	5,000.00
VENDOR TOTALS 21,483.59 YT	D INVOICED		2	21,483.59	YTD PAID		5,000.00
					REPORT TO	TALS	5,000.00
		TOTAL I	PRINTED (CHECKS		AMOUNT 5,000.00	

^{**} END OF REPORT - Generated by Juanice Wengerd **

SHIP 1903-1S



03/01/2019 10:07 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 60000

10102

FOR: Uncleared

CHECK #	CHECK DAT	E TYPE	VENDOR	NAME			UNCLEARED	CLEARED	ватсн	CLEAR DATE
5847	03/01/201	9 PRINTED	000393	CALHOUN-LIBERTY	ABSTRACT		5,000.00			
			1 CHECK	KS CASH	ACCOUNT TO	TAL	5,000.00	.00		

SHIP 1903-1S



03/01/2019 10:07 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 2 apchkrcn

		UNCLEARED	CLEARED	
1 CHECKS	FINAL TOTAL	5.000.00	.00	

GENERAL FUND 1903-MED



03/01/2019 08:52 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 01000

10102 FOR: Uncleared

CHECK # CHECK DATE TYPE	E VENDOR NAME	UNCLEARED	CLEARED BATCH CLEAR DATE
30121968 03/01/2019 MANU	JAL 000106 AGENCY FOR HEALTHCARE ADM	21,318.05	
	1 CHECKS CASH ACCOUNT TOTAL	21,318.05	.00

GENERAL FUND 1903-MED



03/01/2019 08:52 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER P 2 apchkrcn

		UNCLEARED	CLEARED	
_				
1 CHECKS	FINAL TOTAL	21.318.05	. 00	

GENERAL FUND 1903-MED



03/01/2019 08:53 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 1 appdwarr

WARRANT: 1903-MED

TO FISCAL 2019/06 10/01/2018 TO 09/30/2019

VENDOR NAME	CHECK NO T CHK DATE GL ACCOUNT	GL ACCOUNT DESCRIPTION	
106 FLORIDA MEDICAID/COUNTY BILLING	30121968 M 03/01/19 01564003 810	01 MEDICAID	21,318.05
VENDOR TOTALS 127,908.30 Y	TD INVOICED 127,9	08.30 YTD PAID	21,318.05
		REPORT TOTALS	21,318.05
		COUNT AMOUNT	
	TOTAL MANUAL CHECK	S 1 21,318.05	



02/25/2019 09:33 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 1 appdwarr

WARRANT: 1903-UTL

VENDOR	NAME		CHECK NO	T CHK DATE	GL ACCOU	UNT	GL ACCOUNT DESCRIPTION	
2964	674 - CONSOLIDATED COMMUN	ICATIONS	73722	P 02/25/19	4757100	41000	COMMUNICATIONS EXPENSE	700.31
	VENDOR TOTALS	19,725.26 YT	TD INVOICED			19,725.26 YTI	PAID	700.31
620	FLORIDA PUBLIC UTILITIES		73723	P 02/25/19	01519	43000	UTILITIES	340.68
	VENDOR TOTALS	6,456.76 YT	TD INVOICED			8,911.13 YTI	PAID	340.68
735	GULF COAST ELECTRIC			P 02/25/19 P 02/25/19		43000 43000	UTILITIES UTILITIES	436.72 74.66
	VENDOR TOTALS	5,180.69 YT	TD INVOICED			6,188.81 YTI	PAID	511.38
2314	WEST FLORIDA ELECTRIC		73725 73725	P 02/25/19 P 02/25/19 P 02/25/19 P 02/25/19	01522 01522	43000 43CAR 43WES 43000	UTILITIES UTILITIES-CARR/CLARKSVILLE UTILITIES-WESTSIDE VFD UTILITIES	281.65 125.09 239.67 114.79
	VENDOR TOTALS	3,791.01 YT	TD INVOICED			7,223.54 YTI	PAID	761.20
2849	WINDSTREAM COMMUNICATIONS	INC.		P 02/25/19 P 02/25/19		5 41000 41000	COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE	39.70 103.77
	VENDOR TOTALS	371.06 YT	TD INVOICED			652.64 YTI	PAID	143.47
						RI	PORT TOTALS	2,457.04
						COU	INT AMOUNT	
				TOTAL	PRINTED	CHECKS	6 2,457.04	

^{**} END OF REPORT - Generated by Juanice Wengerd **



02/25/2019 09:31 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 01000 10102 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME		UNCLEARED	CLEARED	ватсн	CLEAR DATE
73723 73724 73725 73726	02/25/2019 02/25/2019 02/25/2019 02/25/2019	PRINTED PRINTED PRINTED PRINTED	002964 674 - CONSC 000620 FLORIDA PUR 000735 GULF COAST 002314 WEST FLORII 002849 WINDSTREAM 002849 WINDSTREAM	BLIC UTILITIES ELECTRIC DA ELECTRIC COMMUNICATIONS	700.31 340.68 511.38 761.20 39.70 103.77			
			6 CHECKS	CASH ACCOUNT TOTAL	2,457.04	.00		



02/25/2019 09:31 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER P 2 apchkrcn

		UNCLEARED	CLEARED	
6 CHECKS	FINAL TOTAL	2,457.04	.00	



03/01/2019 14:50 441jwen BOCC CALHOUN COUNTY, FL PAID WARRANT REPORT P 1 appdwarr

WARRANT: 1903-UTL

VENDOR NAME	CHECK NO	T CHK DATE GL ACCOUNT	GL ACCO	OUNT DESCRIPTION	
735 GULF COAST ELECTRIC	73776 73776	P 03/05/19 01519 43000 P 03/05/19 01522 43KIN P 03/05/19 01522 43SCO P 03/05/19 01572 43000	-	ES-KINARD VFD ES-SCOTTS FERRY VFD	456.60 273.47 144.36 115.80
VENDOR TOTALS	6,682.30 YTD INVOICED	990.2	3 YTD PAID		990.23
			REPORT TOT	'ALS	990.23
			COUNT	AMOUNT	
		TOTAL PRINTED CHECKS	1	990.23	
	** END OF DEDO	DE			

^{**} END OF REPORT - Generated by Juanice Wengerd **



03/01/2019 14:48 441jwen

BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER

P 1 apchkrcn

FOR CASH ACCOUNT: 01000

10102

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME		UNCLEARED	CLEARED BATCH	H CLEAR DATE
73776	03/05/2019	PRINTED	000735 GULF C	DAST ELECTRIC	990.23		
			1 CHECKS	CASH ACCOUNT TOTAL	990.23	.00	



03/01/2019 14:48 441jwen BOCC CALHOUN COUNTY, FL AP CHECK RECONCILIATION REGISTER P 2 apchkrcn

		UNCLEARED	CLEARED	
1		000.00	0.0	
1 CHECKS	FINAL TOTAL	990.23	.00	

01513-49000 ACTIVITY



03/01/2019 14:54 441jwen

BOCC CALHOUN COUNTY, FL ACCOUNT DETAIL HISTORY FOR 2019 01 TO 2019 13

P 1 |glacthst

ORG YR/PR	OBJECT PROJ JNL EFF DATE SRC REF1 REF2	REF3	CHECK # OB		AMOUNT	NET LEDGER BALANCE	
01513	49000 OTHER CURRENT CHARGES						
19/05 CK	101 02/28/19 API 003716 2393779 2ND PR FEB CS PMTS	65468 MYFLOF	23937792 RIDAREMIT.COM		5.00	5.00	
LE	DGER BALANCES DEBITS:	5.00	CREDITS:	.00	NET:	5.00	
	GRAND TOTAL DEBITS:	5.00	CREDITS:	.00	NET:	5.00	
	1 Records printed						

^{**} END OF REPORT - Generated by Juanice Wengerd **

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF <u>(Your Community)</u> CERTIFYING ITS SUPPORT FOR HOUSE BILL 0191 (Northwest Florida Rural Inland Affected Counties Recovery Fund);

WHEREAS, (Your Community) is concerned about the economic health and well-being of our residents; and

WHEREAS, we strongly believe in the need to be proactive and not reactive in order to maintain and create employment opportunities benefitting our citizens while still supporting the quality of life in our community and region; and

WHEREAS, enhancing the local infrastructure and workforce training will promote economic growth, competitiveness, and improve quality of life amenities in our community and region; and

WHEREAS, our community and region has endured the devastation of Hurricane Michael and is in the midst of a recovery/rebuilding process following said hurricane; and

WHEREAS, we are in need of financial and political support programs to maintain and continue said recovery/rebuilding process for our community and region; and

WHEREAS, we support this bill and its companion Senate bill(s) to enhance our community and region's recovery and rebuilding processes; and

WHEREAS, we commit to honor our obligations that lie within our capabilities as leaders for economic development, training, and enhancement of quality of life features that will serve our community and region;

NOW, THEREFORE, BE IT RESOLVED THAT THIS BOARD DOES HEREBY RESOLVE THAT WE:

1. DO HEREBY AGREE TO SUPPORT THIS ACTION;

BY: _____

- 2. DO HEREBY AUTHORIZE OUR CHAIR TO EXECUTE THIS RESOLUTION AND ALL OTHER AUTHORIZED AGREEMENTS THAT PERTAIN TO THIS RESOLUTION
- 3. THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS ADOPTION.

DONE, ADOPTED, AND PASSE	D by the Board of (Your Community) thisday of, 2019.
Y	OUR COMMUNITY
BY ATTEST:	Chair

RESOLUTION OF CALHOUN COUNTY, FLORIDA RESOLUTION NO. 2019-9

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE "SMALL COUNTY OUTREACH PROGRAM AGREEMENT".

WHEREAS, Calhoun County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the construction and construction engineering inspection for the Silas Green Road Paving Project; and,

WHEREAS, the State of Florida, Department of Transportation, has agreed to participate in the construction and construction engineering inspection to the amount of Six Hundred Twenty-One Thousand Ninety-Four Dollars (\$621,094); and,

WHEREAS, the "State of Florida, Department of Transportation, Small County Outreach Program Agreement" requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the "State of Florida, Department of Transportation, Small County Outreach Program Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the "State of Florida, Department of Transportation, Small County Outreach Program Agreement" attached hereto as EXHIBIT "A".

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this <u>5th</u> day of <u>March</u>, 2019.

CALHOUN COUNTY	ATTEST:
BOARD OF COMMISSIONERS	
	
Gene Bailey Chairman, BCC	Carla Hand, Clerk BCC

STATE-FUNDED GRANT AGREEMENT

FPN: <u>440646-1-54-01</u>	Fund: <u>SCWR</u> Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category:FLAIR Obj:
County No: <u>47 (Calhoun)</u>	Contract No:	Vendor No: <u>F596000538055</u>
Commissioners, ("Recipient"). The Department and the Recipient are	e sometimes referred to in this Agre	("Department"), and Calhoun County Board of County ement as a "Party" and collectively as the "Parties".
and (select the applicable ☐ Section 339.2817 Flor ☐ Section 339.2818 Flor ☐ Section 339.2816 Flor ☐ Section 339.2819 Flor	e statutory authority for the program rida Statutes, County Incentive Gra rida Statutes, Small County Outread rida Statutes, Small County Road A	nt Program (CIGP), (CSFA 55.008) ch Program (SCOP), (CSFA 55.009) assistance Program (SCRAP), (CSFA 55.016) nal Incentive Program (TRIP), (CSFA 55.026)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit** "E", **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in <u>Silas Green Road Paving Project</u>, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before March 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- **4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. 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. 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 on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - **d.** Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- **a.** The estimated cost of the Project is \$621,094. This amount is based upon the Schedule of Financial Assistance in **Exhibit** "**B**", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$621,094 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - **ii.** Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. 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 and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than 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 and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If this box	is selecte	d, advanc	e paymen	t is a	uthoriz	zed	for this	Agree	ement a	nd Ex	hibit	"G",
Alternative	Advance	Payment	Financial	Provis	sions	is	attached	and	incorpo	rated	into	this
Agreement.												

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 thirty (30) 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 will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 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 (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. 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.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- **k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

a. The Recipient must obtain written approval from the Department prior to performing itself (through the

- **b.** The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- **c.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- **d.** The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- **d.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- **10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - **ii.** Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit** "F", **Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- **h.** The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- **k.** The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a.	The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient	•	•		,
	3, 3, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,	shall			
		☐ shall no	t		

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit** "E". This provision will survive termination of this Agreement.

- **12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- **b.** The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, 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. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, 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 (nonprofit 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 (nonprofit 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 six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken 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.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- 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, DFS or the 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, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- **c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- **d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- **e.** 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 contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

- i. 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. 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.
- **g.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The 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.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- **c.** Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, 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 the Department may have.
- **e.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the 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.
- **b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- **c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- **d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- **g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- **h.** The Recipient agrees 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
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT

STATE-FUNDED GRANT AGREEMENT

The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a.	Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
b.	☐ The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.
C.	☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F , Terms and Conditions of Construction in Department Right-of-Way , is attached and incorporated into this Agreement.
d.	☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement:
e.	Exhibit and Attachment List Exhibit A: Project Description and Responsibilities Exhibit B: Schedule of Financial Assistance *Exhibit C: Engineer's Certification of Compliance Exhibit D: State Financial Assistance (Florida Single Audit Act) Exhibit E: Recipient Resolution *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way *Exhibit G: Alternative Pay Method
	Attachment F – Contract Payment Requirements *Additional Exhibit(s):
	*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT 01/18

STATE-FUNDED GRANT AGREEMENT

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

RECIPIENT Calhoun County Board of County Commissioners	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By:	Ву:
Name:	Name: Jared Perdue, P.E.
Title:	Title: Director of Transportation Development
	Legal Review:
	Ву:
	Name:

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 2

STATE-FUNDED GRANT AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

	FPN: <u>440646-1-54-01</u>								
This exhibit forms an integral part of the State-Funded Grant Agreer Transportation and	ment between the	State of Florida,	Department o						
Calhoun County Board of County Commissioners (the Recipient)									
PROJECT LOCATION:									
☐ The project is on the National Highway System.									
☐ The project is on the State Highway System.									
PROJECT LENGTH AND MILE POST LIMITS: 1.667 miles									

PROJECT DESCRIPTION: This project is for the construction of the Silas Green Road Paving Project. The project will begin at County Road 275 and continue approximately 1.67 miles to State Road 20. The project will consist of creating 11' wide travel lanes and the placing a minmium 2" of asphalt over the exsisting lime rock base roadway. Other work to include necessary drainage improvements, upgrading signage and pavement markings. All pavement markings/Messages and signage will also be installed according to MUTCD standards. No additional right-of-way will be required for the project. The Receiptient will ensure that an appropriate pavement design for project is submitted for review during plans development. This project is for the construction of Silas Green Road from CR 275 to SR 20

SPECIAL CONSIDERATIONS BY RECIPIENT:

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department prequalified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipent shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version

525-010-60 PROGRAM MANAGEMENT 09/17

STATE-FUNDED GRANT AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

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

- a) Study to be completed by N/A.
- b) Design to be completed by
- c) Right-of-Way requirements identified and provided to the Department by N/A .
- d) Right-of-Way to be certified by
- e) Construction contract to be let by June 2019 .
- f) Construction to be completed by March 31, 2020.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all nesscary certifications have been reviewed and approved.

525-010-60 PROGRAM MANAGEMENT 09/17 Page **1** of **2**

STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:

Calhoun County Board of County Commissioners 20859 Central Ave. East, Room 130 Blountstown, FL 32424 FINANCIAL PROJECT NUMBER:

440646-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEL Phase 54	Ø 004 004 00			#004 004 00
Construction/CEI - Phase 54 Maximum Department Participation - (Small County Outreach Program)	\$ 621,094.00 100% or \$ 621,094.00	\$ 0.00 0% or \$	\$ 0.00 0% or \$	\$621,094.00 100% or \$621,094.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT 09/17 Page **2** of **2**

STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$621,094.00	\$0.00	\$0.00	\$621,094.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells	
District Grant Manager Name	
Signature	Date

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Calhoun County Board of County Commissioners

PROJECT DESCRIPTION: Silas Green Road from CR 275 ro SR 20 Pavement Reconstruction

FPID#: <u>440646-1-54-01</u>									
a accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned rovides notification that the work authorized by this Agreement is complete as of, 20									
Ву:									
Name:									
Title:									
ENGINE	ER'S CERTIFICATION OF COMPLIANCE								
	Conditions of the State-Funded Grant Agreement, the undersigned								
	required certification by a Professional Engineer has been completed								
·	struction plans and specifications. If any deviations have been made								
	deviations, along with an explanation that justifies the reason to accept								
	his Certification. Also, with submittal of this certification the Recipient								
shall furnish the Department a set o	f "as-built" plans certified by the Engineer of Record/CEI.								
	By: , P.E.								
SEAL:	Name:								
	Date:								

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

provided

at:

are

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: **Awarding Agency:** Florida Department of Transportation State Project Title County Incentive Grant Program (CIGP), (CSFA 55.008) and CSFA Small County Outreach Program (SCOP), (CSFA 55.009) Number: ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016) ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026) ☐ Insert Program Name, Insert CSFA Number *Award Amount: \$621,094.00 *The state award amount may change with supplemental agreements Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT: State **CSFA** Project Compliance Requirements for Number

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

https://apps.fldfs.com/fsaa/searchCompliance.aspx

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT 10/18 Page 1 of 1

STATE-FUNDED GRANT AGREEMENT

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

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 shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate 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 agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (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.myfloridacfo.com/aadir/reference_guide/.

RESOLUTION OF CALHOUN COUNTY, FLORIDA RESOLUTION NO. 2019-10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE "SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT".

WHEREAS, Calhoun County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the survey, design, permitting and preparation of construction plans and specifications for the resurfacing of CR 287A from CR 287 to SR 73; and,

WHEREAS, the State of Florida, Department of Transportation, has agreed to participate in the survey, design, permitting and preparation of construction plans and specifications to the amount of Eighty Thousand Seven Hundred Eleven Dollars (\$80,711); and,

WHEREAS, the "State of Florida, Department of Transportation, Small County Road Assistance Program Agreement" requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the "State of Florida, Department of Transportation, Small County Road Assistance Program Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the "State of Florida, Department of Transportation, Small County Road Assistance Program Agreement" attached hereto as EXHIBIT "A".

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this <u>5th</u> day of <u>March</u>, 2019.

CALHOUN COUNTY	ATTEST:
BOARD OF COMMISSIONERS	
	
Gene Bailey Chairman, BCC	Carla Hand, Clerk BCC

FPN: <u>442416-1-34-01</u>	Fund: <u>SCRA</u> Org Code:	FLAIR Category:						
FPN:	Fund: Org Code:	_ FLAIR Category: FLAIR Obj:						
FPN:	Fund: Org Code:	_ FLAIR Category: _ FLAIR Obj:						
County No: <u>47 (Calhoun)</u>	Contract No:	Vendor No: <u>F596000538061</u>						
THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Calhoun County Board of County Commissioners, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties". NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:								
 1. Authority: The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below): □ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008) □ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009) □ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016) □ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026) □ Insert Legal Authority, Insert Funding Program Name, Insert CSFA Number 								

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in <u>Design of CR 287A Resurfacing Project</u>, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2019. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- **4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. 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. 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 on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - **d.** Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- **a.** The estimated cost of the Project is \$80,711.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit** "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$80,711.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - **ii.** Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. 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 and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than 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 and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If this box	is selecte	d, advanc	e paymen	t is a	uthoriz	zed	for this	Agree	ement a	nd Ex	hibit	"G",
Alternative	Advance	Payment	Financial	Provis	sions	is	attached	and	incorpo	rated	into	this
Agreement.												

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 thirty (30) 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 will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 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 (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. 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.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- **k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

a. The Recipient must obtain written approval from the Department prior to performing itself (through the

- **b.** The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- **c.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- **d.** The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- **d.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- **10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - **ii.** Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit** "F", **Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- **h.** The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- **k.** The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a.	The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient	•	•		,
	3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3	shall			
		☐ shall no	t		

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit** "E". This provision will survive termination of this Agreement.

- **12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- **b.** The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, 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. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, 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 (nonprofit 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 (nonprofit 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 six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken 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.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- 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, DFS or the 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, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- **c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- **d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- **e.** 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 contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

- i. 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. 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.
- **g.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The 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.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- **c.** Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, 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 the Department may have.
- **e.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the 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.
- **b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- **c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- **d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- **g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- **h.** The Recipient agrees 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
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT

STATE-FUNDED GRANT AGREEMENT

The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a.	Exhibits A, b, b, and E, and Attachment F are attached to and incorporated into this Agreement.
b.	☐ The Project will involve construction, therefore, Exhibit "C" , Engineer's Certification of Compliance is attached and incorporated into this Agreement.
C.	☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F , Terms and Conditions of Construction in Department Right-of-Way , is attached and incorporated into this Agreement.
d.	☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement:
e.	Exhibit and Attachment List Exhibit A: Project Description and Responsibilities Exhibit B: Schedule of Financial Assistance *Exhibit C: Engineer's Certification of Compliance Exhibit D: State Financial Assistance (Florida Single Audit Act) Exhibit E: Recipient Resolution *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way *Exhibit G: Alternative Pay Method Attachment F – Contract Payment Requirements
	*Additional Exhibit(s): *Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT 01/18

STATE-FUNDED GRANT AGREEMENT

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

RECIPIENT Calhoun County Board of County Commissioners	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION			
By:	Ву:			
Name:	Name: Jared Perdue, P.E.			
Title:	Title: Director of Transportation Development			
	Legal Review:			
	Ву:			
	Name:			

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STATE-FUNDED GRANT AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

	FPN: 442416-1-34-01
This exhibit forms an integral part of the State-Funded Gran Transportation and	t Agreement between the State of Florida, Department o
Calhoun County Board of County Commissioners (the Recipier	nt)
PROJECT LOCATION:	
☐ The project is on the National Highway System.	
☐ The project is on the State Highway System.	
PROJECT LENGTH AND MILE POST LIMITS: 1.785 miles	

PROJECT DESCRIPTION: This project is for the design of resurfacing on CR 287A from CR 287 to SR 73. The existing typical section consists of two 10' travel lanes and shoulders. The right-of-way is 100' based on the property appraiser's website and original plans. No additional right-of-way is anticipated. CR 287A is designated as an evacuation route that carries local and agricultural traffic throughout the area. The work will include widening and resurfacing of the road. The travel lanes will be widened to 11' to better accommodate the large agricultural traffic. Other work will include reshaping of the shoulder to 6', regrading of ditches, as well as side-drain and cross-drain replacement and guardrail upgrades throughout the corridor.

Survey services include establishing Primary and Secondary Horizontal and Vertical Control and locating wetland boundaries. Wetland impacts are anticipated for work on the cross drains and any minor ditch grading where wetlands may exist. Subsurface Utility Exploration (SUE) will be obtained where necessary for utility impacts. Existing utilities include: overhead electric and buried fiber.

The project will be designed using the appropriate design standards and criteria. An appropriate design speed will be utilized for CR 287A and pavement markings will be updated including passing zones. Rumble strips exist as both ends of the project. Signage exists within the project limits and will be evaluated to determine the need for additional signs, correcting redundant or conflicting signage and the replacement of existing signage.

An appropriate pavement design will be developed for the resurfacing and widening of CR 287A. Roadway cross slopes, shoulder slopes and front slopes within the project will be evaluated to determine if they are within tolerance and meet Florida Greenbook standards. Hazards that exist within the clear zone or hazards that exist outside the clear zone, will be evaluated for shielding or removal, respectively. All necessary geotechnical activities will be included as part of this project. Two (2) box culverts exist within the project limits. These will be evaluated for extension or replacement.

Multiple side drains exist along the corridor. These side drains will be evaluated and will be replaced or repaired if needed. Side drains without mitered end sections located within the clear zone will have mitered end sections added. Locations of roadside ditch erosion will be evaluated for ditch pavement. All necessary permitting activities will be included as part of this project, including the identification, coordination, and applications for all permits necessary to construct this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department prequalified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipent shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

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

- a) Study to be completed by N/A.
- b) Design to be completed by December 31, 2019.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by N/A.
- f) Construction to be completed by N/A.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: N/A

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STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:

Calhoun County Board of County Commissioners 20859 Central Ave. East Room G40 Blountstown, Florida 32456 FINANCIAL PROJECT NUMBER: 442416-1-34-01

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 80,711.00	\$ 0.00	\$ 0.00	\$80,711.00
Maximum Department Participation - (ISmall County Road Assistance Program)	100% or \$ 80,711.00	% or \$	% or \$	100% or \$ 80,711.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ()	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$80,711.00	\$0.00	\$0.00	\$80,711.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells	
District Grant Manager Name	
Signature	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: **Awarding Agency:** Florida Department of Transportation State Project Title County Incentive Grant Program (CIGP), (CSFA 55.008) and CSFA ☐ Small County Outreach Program (SCOP), (CSFA 55.009) Number: Small County Road Assistance Program (SCRAP), (CSFA 55.016) ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026) ☐ Insert Program Name, Insert CSFA Number *Award Amount: \$80,711.00 *The state award amount may change with supplemental agreements Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT: State **CSFA** Project Compliance Requirements for Number provided are at:

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

https://apps.fldfs.com/fsaa/searchCompliance.aspx

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STATE-FUNDED GRANT AGREEMENT

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

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 shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate 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 agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (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.myfloridacfo.com/aadir/reference_guide/.

RESOLUTION OF CALHOUN COUNTY, FLORIDA RESOLUTION NO. 2019-11

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE "SMALL COUNTY OUTREACH PROGRAM AGREEMENT".

WHEREAS, Calhoun County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the survey, design, permitting and preparation of construction plans and specifications for the resurfacing of Bodiford Road; and,

WHEREAS, the State of Florida, Department of Transportation, has agreed to participate in the survey, design, permitting and preparation of construction plans and specifications to the amount of Fifty-Seven Thousand One Hundred Thirty Dollars (\$57,130); and,

WHEREAS, the "State of Florida, Department of Transportation, Small County Outreach Program Agreement" requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the "State of Florida, Department of Transportation, Small County Outreach Program Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the "State of Florida, Department of Transportation, Small County Outreach Program Agreement" attached hereto as EXHIBIT "A".

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this <u>5th</u> day of <u>March</u>, 2019.

CALHOUN COUNTY	ATTEST:
BOARD OF COMMISSIONERS	
	
Gene Bailey Chairman, BCC	Carla Hand, Clerk BCC

FPN: <u>445008-1-34-01</u>	Fund: <u>GRSC</u> Org Code:	FLAIR Category:
FPN:	_ Fund: Org Code:	FLAIR Category:
FPN:	_ Fund: Org Code:	FLAIR Category:
County No: <u>47 (Calhoun)</u>	Contract No:	_ Vendor No: <u>F596000538061</u>
by and between the State of Florida De Commissioners, ("Recipient"). The Department and the Recipient are some	etimes referred to in this Agreement as a '	t"), and <u>Calhoun County Board of County</u>
and (select the applicable statu ☐ Section 339.2817 Florida Si ☐ Section 339.2818 Florida Si ☐ Section 339.2816 Florida Si ☐ Section 339.2819 Florida Si	authorized to enter into this Agreement patory authority for the program(s) below): tatutes, County Incentive Grant Program (statutes, Small County Outreach Program (statutes, Small County Road Assistance Protection Transportation Regional Incentive of the Funding Program Name, Insert CSFA Incentive of the Ince	(SCOP), (CSFA 55.009) rogram (SCRAP), (CSFA 55.016) Program (TRIP), (CSFA 55.026)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit** "E", **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in <u>Design of Bodiford Road Resurfacing Project</u>, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2019. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- **4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. 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. 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 on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - **d.** Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- **a.** The estimated cost of the Project is \$57,130.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$57,13.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - **ii.** Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. 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 and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than 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 and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If this box	is selecte	d, advanc	e paymen	t is a	uthoriz	zed	for this	Agree	ement a	nd Ex	hibit	"G",
Alternative	Advance	Payment	Financial	Provis	sions	is	attached	and	incorpo	rated	into	this
Agreement.												

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 thirty (30) 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 will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 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 (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. 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.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- **k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

a. The Recipient must obtain written approval from the Department prior to performing itself (through the

- **b.** The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- **c.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- **d.** The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- **d.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- **10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - **ii.** Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit** "F", **Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- **h.** The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- **k.** The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a.	The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient	•	•		,
	3, 3, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,	shall			
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maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit** "E". This provision will survive termination of this Agreement.

- **12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- **b.** The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, 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. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, 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 (nonprofit 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 (nonprofit 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 six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken 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.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- 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, DFS or the 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, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- **c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- **d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- **e.** 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 contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

- i. 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. 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.
- **g.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The 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.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- **c.** Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, 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 the Department may have.
- **e.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the 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.
- **b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- **c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- **d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- **g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- **h.** The Recipient agrees 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
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

525-010-60 PROGRAM MANAGEMENT

STATE-FUNDED GRANT AGREEMENT

The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a.	Exhibits A, b, b, and E, and Attachment F are attached to and incorporated into this Agreement.
b.	☐ The Project will involve construction, therefore, Exhibit "C" , Engineer's Certification of Compliance is attached and incorporated into this Agreement.
C.	☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F , Terms and Conditions of Construction in Department Right-of-Way , is attached and incorporated into this Agreement.
d.	☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement:
e.	Exhibit and Attachment List Exhibit A: Project Description and Responsibilities Exhibit B: Schedule of Financial Assistance *Exhibit C: Engineer's Certification of Compliance Exhibit D: State Financial Assistance (Florida Single Audit Act) Exhibit E: Recipient Resolution *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way *Exhibit G: Alternative Pay Method Attachment F – Contract Payment Requirements
	*Additional Exhibit(s): *Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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STATE-FUNDED GRANT AGREEMENT

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

RECIPIENT Calhoun County Board of County Commissioners	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By:	Ву:
Name:	Name: Jared Perdue, P.E.
Title:	Title: Director of Transportation Development
	Legal Review:
	Ву:
	Name:

PROGRAM MANAGEMENT 09/17 Page 1 of 2

STATE-FUNDED GRANT AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

	FPN: 445008-1-34-01	
This exhibit forms an integral part of the State-Funded Grant Agree Transportation and	ement between the State of Florida, Depa	rtment o
Calhoun County Board of County Commissioners (the Recipient)		
PROJECT LOCATION:		
☐ The project is on the National Highway System.		
☐ The project is on the State Highway System.		
PROJECT LENGTH AND MILE POST LIMITS: 1.640 miles		

PROJECT DESCRIPTION: The scope of services for this project will include survey, design, permitting and preparation of construction plans and specifications for the resurfacing of Bodiford Road from SR 71 to the termination of this roadway. Bodiford Road is an approximately 22' roadway consisting of (2) 11' travel lanes. There are 6 driveways located on the roadway and a total of 12 Mitered End Sections are needed. There are 2 Mitered End Sections that need will need to be replaced. All guardrail needs to be brought up to current standards.

The project will include topographical survey, establish Primary and Secondary Horizontal and Vertical Control, and locating wetland boundaries. Wetland impacts are anticipated for work on the cross drains and any minor ditch grading where wetlands may exist. Subsurface Utility Exploration (SUE) will be required for utility location where impacts are anticipated, and all necessary geotechnical activities will be included as part of this project.

Coordination with utilities companies impacted by this project will be required.

The geometric design of Bodiford Road will utilize the design standards that are most appropriate. A design speed and posted speed will be determined for Bodiford Rd. A No Passing Zone study will be required. Signage exists within the project limits and will be evaluated to determine the need for additional signs, correcting redundant or conflicting signage and the replacement of existing signage. An appropriate pavement design will be developed for the resurfacing of Bodiford Road. Roadway cross slopes, shoulder slopes and front slopes within the project will be evaluated to determine if they are within tolerance and meet Florida Greenbook standards. If the pavement design creates a drop off hazard at the edge of pavement, appropriate shoulder treatment will be included to eliminate the hazard. Hazards that exist within the clear zone or hazards that exist outside the clear zone, will be evaluated for shielding or removal, respectively. All necessary geotechnical activities will be included as part of this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor pregualified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department prequalified consultant in the appropriate work type.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipent shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

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

- a) Study to be completed by N/A.
- b) Design to be completed by December 31, 2019.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by N/A.
- f) Construction to be completed by N/A.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: N/A

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STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:

Calhoun County Board of County Commissioners 20859 Central Ave. East Room G40 Blountstown, Florida 32456 FINANCIAL PROJECT NUMBER:

445008-1-34-01

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 57,130.00	\$ 0.00	\$ 0.00	\$57,130.00
Maximum Department Participation - (ISmall County Road	100%	%	%	100%
Assistance Program)	or \$ 57,130.00	or \$	or \$	or \$ 57,130.00
	%	%	Ψ %	ψ 37,130.00 %
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$	\$	\$	\$ 0.00
Maximum Department Participation - (Insert Program Name)	% or	or	% or	% or
waximum bepartment randipation (<u>insert rogram waine</u>)	\$	\$	\$	\$ 0.00
	%	%	%	%
Local Participation (Any applicable waiver noted in Exhibit "A")	or \$ 0.00	or © 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	<u> </u>		· ·	
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Tright of Way-1 hase 44	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$	\$	\$	\$ 0.00
Maximum Department Participation - (Insert Program Name)	% or	%	% or	% or
Maximum Department Fantcipation - (insert Frogram Name)	\$	or \$	\$	\$ 0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	or \$ 0.00
	Ψ %	Ψ %	, y %	%
Local Participation (Any applicable waiver noted in Exhibit "A")	or	or	or	or
	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Mariana Danasta and Bartisia attack	%	%	%	%
Maximum Department Participation - ()	or \$	or \$	or \$	or \$ 0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$ %	\$ %	\$ %	\$ 0.00
Maximum Department Participation - (Insert Program Name)	or	or	or	or %
\(\lambda \cdot \c	\$	\$	\$	\$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	%	%	%	%
	or \$ 0.00	or \$ 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$57,130.00	\$0.00	\$0.00	\$57,130.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells	
District Grant Manager Name	
Signature	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

provided

at:

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: **Awarding Agency:** Florida Department of Transportation State Project Title County Incentive Grant Program (CIGP), (CSFA 55.008) and CSFA Small County Outreach Program (SCOP), (CSFA 55.009) Number: ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016) ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026) ☐ Insert Program Name, Insert CSFA Number *Award Amount: \$57,130.00 *The state award amount may change with supplemental agreements Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT: State **CSFA**

for

Number

are

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Requirements

Project

Compliance

https://apps.fldfs.com/fsaa/searchCompliance.aspx

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STATE-FUNDED GRANT AGREEMENT

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

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 shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate 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 agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (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.myfloridacfo.com/aadir/reference_guide/.

RESOLUTION NO.

RESOLUTION OF THE **CALHOUN** COUNTY COUNTY COMMISSIONERS **URGING** OF THE UNITED CONGRESS TO **STATES PASS** TAX RELIEF **FOR INDIVIDUALS AND EMPLOYERS SUFFERING** FROM HURRICANE MICHAEL

WHEREAS, Hurricane Michael was the most intense storm on record to hit the Florida Panhandle, and was among the top four most powerful hurricanes to hit the United States; and

WHEREAS, damages from Hurricane Michael are estimated to exceed \$25.1 billion; and

WHEREAS, 57 deaths have been attributed to Hurricane Michael in the United States; and

WHEREAS, in Florida, insurance claims from Hurricane Michael exceed 144,000, with estimated insured losses of over \$5.5 billion; and

WHEREAS, Hurricane Michael caused 1.7 million electricity outages in the Southeast United States, of which 125,000 were without power for more than ten days; and

WHEREAS, Congress in recent years has enacted temporary tax legislation to assist survivors of disasters, including the Disaster Relief and Airport and Airway Extension Act of 2017, Pub. L. No. 115-63, which provided relief for survivors of Hurricanes Harvey, Irma and Maria; and

WHEREAS, tax relief is an effective tool in helping communities recover from large scale disasters.

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

that the United States Congress is urged to pass tax relief for survivors of Hurricane Michael, consistent with the provisions contained in H.R. 1148 (116th Congress), including

- 1. Relief from casualty loss deduction limits for personal residence property; and
- 2. Allowing taxpayers who take the standard deduction to make the casualty loss deduction; and
 - 3. Allowing penalty-free early distributions from a retirement plan; and
- 4. Allowing for loans from retirement accounts and allowing taxpayers to spread realized income from retirement accounts to be spread over a three year period; and
- 5. Using earned income from the immediately preceding year to determine the earned income tax credit; and
- 6. Allowing an employee retention tax credit for employers equal to 40% of qualified wages paid to qualifying employees.

AND FURTHER, Congress is urged to direct the Commissioner of the Internal Revenue Service to authorize the use of cost indexes to determine the amount of loss to homes consistent with Revenue Procedure 2018-09.

DULY PASSED AND ADOPTED by the Calhoun County Board of County

Commissioners of Calhoun County, Florida, this _____ day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA

Gene Bailey, Chairman

ATTEST:

APPROVED AS TO FORM:

County Attorney

Carla A. Hand Clerk of Court