

FM Number: 219843-3-58-1

**AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY, FLORIDA**

This Agreement entered into this ____ day of _____, 2010, by and between the State of Florida, Department of Transportation, hereinafter called the DEPARTMENT, and Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT is making certain road widening improvements to Mahan Drive (U.S. 90) between Dempsey Mayo Road and Apex Drive (hereinafter the "Mahan Project"), some of which include the construction of a median which will result in a change to the traffic pattern of vehicles entering and leaving a subdivision lying within unincorporated Leon County adjacent to the Mahan Project known as The Vineyards (hereinafter "The Vineyards"); and

WHEREAS, in order to address an expected increase in traffic in and around one of the two entrances to The Vineyards, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain street resurfacing improvements at the entrance of The Vineyards on Mahan Drive (hereinafter the "Resurfacing Project") under Project No. 219843-3-58-01; and

WHEREAS, the implementation of the Resurfacing Project is in the best interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious, and economical for the COUNTY to perform the Resurfacing Project; and

WHEREAS, the DEPARTMENT is prepared to reimburse the COUNTY for costs incurred while administering the Resurfacing Project in an amount not to exceed ***FIFTY THOUSAND and 00/100 DOLLARS*** (\$50,000.00); and

WHEREAS, the proper COUNTY officials have been authorized to enter into this Agreement pursuant to a vote of the Leon County Board of County Commissioners on _____, 2010.

NOW THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Resurfacing Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The COUNTY shall provide all design, construction, and construction engineering and inspection ("CEI") services as necessary to complete the Resurfacing Project.
3. The COUNTY shall obtain any permits as necessary to provide the improvements.
4. The DEPARTMENT shall, no later than forty (40) days after its receipt of a written request from the COUNTY, reimburse the COUNTY for its costs incurred in the Resurfacing Project in an amount not to exceed **FIFTY THOUSAND and 00/100 DOLLARS** (\$50,000.00). The COUNTY anticipates beginning work on the Resurfacing Project in calendar year 2010.
5. The DEPARTMENT shall reimburse the COUNTY for actual costs incurred in administering the Resurfacing Project, but the reimbursement amount shall not exceed **FIFTY THOUSAND and 00/100 DOLLARS** (\$50,000.00).
6. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by either party under any circumstances without the prior written consent of the other party.
7. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding on both the COUNTY and the DEPARTMENT until the Resurfacing Project is completed and appropriate reimbursements are received.
8. Any reimbursements payable by the DEPARTMENT shall be made by check payable to Leon County, Florida, and delivered to Department of Public Works, c/o Director, 2280 Miccosukee Road, Tallahassee, FL 32308 within the period provided in item 4 above.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.
10. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and

this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

11. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
12. All records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT, or its representative, at all times during the period of this Agreement and for five (5) years after final payment is made. Records of costs incurred include any contractor's general accounting records and the project records, together with supporting documents and records of any contractor and subcontractors performing work on the Resurfacing Project, and all other records of any contractor and subcontractors considered necessary by the DEPARTMENT for the proper audit of costs.
13. The DEPARTMENT may cancel this Agreement for refusal of the COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the COUNTY in conjunction with this Agreement.
14. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, nor has it paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee of the COUNTY, to solicit or secure this Agreement. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
15. This Agreement is governed by and construed in accordance with the Laws of the State of Florida.
16. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
17. 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 (1999) CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- 18. Travel costs will not be reimbursed.
- 19. The COUNTY will notify the DEPARTMENT within ten (10) calendar days before the commencement of work on the Resurfacing Project.
- 20. Notices pursuant to this Agreement shall be sent by U.S. Mail to the following addresses:

FOR THE COUNTY
Department of Public Works
Attn: Director
2280 Miccosukee Road
Tallahassee, FL 32308

FOR THE DEPARTMENT
Florida Department of Transportation
Attn: Regina Battles
1074 Highway 90 East
Chipley, Florida 32428

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this ___ day of _____, 2010, by its Chairman, being authorized to enter into and execute same by action of the Leon County Board of County Commissioners meeting in regular session on the ___ day of _____, 2010 and the DEPARTMENT has executed this Agreement through its District Secretary for District III, Florida Department of Transportation, this ___ day of _____, 2010.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Parwez Alam, County Administrator
Leon County

ROBERT B. INZER
CLERK OF COURT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
JAMES T. BARFIELD
DISTRICT SECRETARY

KRISSEY COOK
EXECUTIVE SECRETARY (SEAL)

LEGAL REVIEW:

APPROVED AS TO FORM:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LEON COUNTY, FLORIDA

BY: _____
OFFICE OF THE
GENERAL COUNSEL

COUNTY ATTORNEY