

## RESOLUTIONS:

1.) Fund: General Amount: \$ 1,049.00

Explanation: Budget Amendment in the General Fund for donations received by the Nassau County Library System.

Support: Tab 1 Page A

2.) Fund: General Amount: \$ 2,359.00

Explanation: Budget Amendment in the General Fund to rollover the Emergency Management grant to FY18/19.

Support: Tab 1 Page B

3.) Fund: Municipal Service Amount: \$ 50,000.00

Explanation: Budget Amendment in the Municipal Service Fund which has been awarded a grant from Petco.

Support: Tab 1 Page C

4.) Fund: County Transport & CP-Transport Amount: \$ 825,286.00

Explanation: Budget Amendment in the County Transportation & Capital Projects-Transportation Funds which will receive grant funds from FDOT for Bay and Middle Road improvements.

Support: Tab 1 Page D

5.) Fund: Capital Projects-Transportation Amount: \$ 900,000.00

Explanation: Budget Amendment in the Capital Projects-Transportation Fund which will receive SCOP grant funds from FDOT for design and construction of Henry Smith Road.

Support: Tab 1 Page E

6.) Fund: Capital Projects-Transportation Amount: \$ 1,000,000.00

Explanation: Budget Amendment in the Capital Projects-Transportation Fund which will receive SCOP grant funds from FDOT for design and construction of Pratt Siding Road.

Support: Tab 1 Page F

Tab 1  
Page A

**RESOLUTION 2019-**

**WHEREAS** the General Fund has received donations for the Nassau County Library System.

**WHEREAS** this revenue was not anticipated in the 2018/2019 budget year by the fund.

**BE IT THEREFORE** resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

**REVENUE**

01711571-366911	Donations	\$ 754
01712571-366911	Donations	<u>\$ 295</u>
		\$ 1,049

**APPROPRIATION**

01711571-554005	Subscriptions-Other	\$ 754
01712571-566100	Books & Materials	<u>\$ 295</u>
		\$ 1,049

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
EX-OFFICIO CLERK

NCPLS  
#5

BOARD OF COUNTY COMMISSIONERS,  
OF NASSAU COUNTY  
LIBRARY DEPARTMENT  
76347 VETERANS WAY, STE 400  
YULEE, FL 32097

FIRST FEDERAL BANK  
Fernandina Beach, Florida 32034

⑈000005⑈ ⑆263184488⑆

009

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. || CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

DATE 3/20/12

	DOLLARS	CENTS
CURRENCY	1412	12
COINS	00	00
TOTAL CASH	1412	12
CHECKS		
1		
2		
3		
4		
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6		
7		
8		
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28		
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE		1412 12

DEPOSIT TICKET TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

RE-ENTER GRAND TOTAL IN SCREENED BOX

Cindy,  
Please process a BUA  
for the attached donation

01711571 - 554005 \$ 754.00

RCVD OMB  
'19 MAR 29 PM 2:47

NASSAU COUNTY PUBLIC LIBRARY SYSTEM  
DAILY BUSINESS DEPOSIT

LIBRARY: NCPLS

DATE: 03/28/19

FISCAL YEAR: 2018-19

Coins  
\$0.01 \$ 1.52

\$0.05 \$ 2.70

\$0.10 \$ 1.40

\$0.25 \$ 20.50

\$0.50

\$1.00

Sub-Total \$ 26.12

Bills

\$1.00 \$ 93.00

\$2.00

\$5.00 \$ 70.00

\$10.00 \$ 130.00

\$20.00 \$ 960.00

\$50.00 \$ 50.00

\$100.00 \$ 100.00

Sub-Total \$ 1,403.00

Total Cash \$ 1,429.12

Check Deposit # of  
Amount Cks  
\$ 2,472.39

Sub-Total \$ 2,472.39

Grand Total \$ 3,901.51

Previous  
Deposit: 03/20/19

		TOTAL DEPOSIT														
		352010	01711571-352020	366911 ✓	362002 Meeting Room Rental Fees	208031 Rental Taxes	365920 Sales of Materials	347101 Out of State	347121 Proctoring Fees	341900 PASS Passport	01000000-201000PASS Expedite Postage	341901 PASS Passport Photos	208031 PASS Sales Tax	Cash		
Branch Account #	Fines&Fees	Damaged Books/Materials	Donations												Total	
ADM-01711571	\$ 476.42	\$ 3.59	\$ 754.00 ✓					\$ 40.00	\$ 20.00	\$1,855.00		\$ 504.90	\$ 35.34	\$	757.59	
FB -01712571	\$ 149.44		\$ 0.46											\$	149.90	
CAL-01713571	\$ 48.81													\$	48.81	
HLD-01714571	\$													\$	-	
BRY-01715571	\$ 13.55													\$	13.55	
YUL-01716571	\$ 688.22	\$ 3.59	\$ 754.46	\$ -	\$ -	\$ -	\$ 40.00	\$ 20.00	\$1,855.00	\$	\$	\$ 504.90	\$ 35.34	\$	3,901.51	

Deposit: \$ 3,901.51

Cash +/- \$ -

# Photos Sold 54

Bag# DE87738666

Preparer

Signatures:

Verified

Claire D. Shepherd 03/28/19

*[Signature]* 3/28/19

DE87738666



Date: 3-28-19

Said to contain: \$ 1,429.12


Signature: *[Signature]*

Remove this tear-off receipt before sealing bag.

# DONATION RECORDS

## DONATION RECORD (MONETARY)

Donor's Name: <u>AIGS</u>	IN HONOR OF: _____
Address: _____	Address: _____
City, St., Zip Code: _____	City, St., Zip Code: _____
Date of Donation: <u>3/27/19</u>	Donation Amount: <u>\$754</u> Cash Check # <u>1059</u>
Donation Purpose: <u>ALE</u>	
<u>Clare Shepherd</u>	

<b>AMELIA ISLAND GENEALOGICAL SOCIETY</b>		64-60/611	1059
PO BOX 6005 FERNANDINA BEACH, FL 32035		DATE	<u>MARCH 27, 2019</u>
Nassau County Board of Commissioners			
PAY TO THE ORDER OF	<u>Seven Hundred FIFTY FOUR &amp; 2/10</u>	\$ <u>754.00</u>	
		DOLLARS	 Security Features Included Details on Back
<b>SYNOVUS</b> Synovus Bank, Member FDIC		<u>Richard R. Ralston</u>	
MEMO	<u>ANCESTRAL LIBRARY EDITION</u>		
⑈061100606⑈			

**Deposit Detail (By Deposit) Report****Fifth Third Bank - Electronic Deposit Manager**

Report Created on 3/28/2019 8:43:45 AM by QI5WL00A

Presenter: NASSAU COUNTY BOARD OF COUNTY

Date Range: 3/28/2019 - 3/28/2019

Location(s): Fernandina Library

Account(s):

Research Id	Aux On Us	Transit Routing	Account Number	Process Control	Amount
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*Location: Fernandina Library ~ Acct: NASSAU COUNTY BOARD OF COUNTY**User: QI5WL00A ~ Item Count: 39 ~ Deposit Amount: \$2,472.39**Processed: 3/28/2019 ~ Acknowledged: 3/28/2019 8:44 AM ~ Posted: 3/28/2019*

3-1		600	\$2,472.39
3-2		01059	(\$754.00)
3-3		5396	(\$45.00)
3-4		02012	(\$45.00)
3-5		4071	(\$45.00)
3-6		00162	(\$45.00)
3-7		3948	(\$35.00)
3-8		1485	(\$100.00)
3-9		1488	(\$15.59)
3-10		01022	(\$90.00)
3-11		00832	(\$35.00)
3-12			(\$10.00)
3-13		00105	(\$45.00)
3-14		00511	(\$45.00)
3-15		001	(\$45.00)
3-16		2440	(\$45.00)
3-17		01133	(\$35.00)
3-18		6958	(\$45.00)
3-19		04771	(\$135.00)
3-20		01900	(\$7.00)
3-21		1438	(\$70.00)
3-22		02857	(\$45.30)
3-23		1256	(\$10.00)
3-24		01029	(\$35.00)
3-25		00543	(\$70.00)
3-26			(\$70.00)
3-27		00922	(\$35.00)
3-28		1463	(\$45.00)
3-29		1229	(\$35.00)
3-30		01191	(\$90.00)

**Deposit Detail (By Deposit) Report**  
**Fifth Third Bank - Electronic Deposit Manager**

Report Created on 3/28/2019 8:43:45 AM by QI5WL00A

Presenter: NASSAU COUNTY BOARD OF COUNTY

Date Range: 3/28/2019 - 3/28/2019

Location(s): Fernandina Library

Account(s):

Research Id	Aux On Us	Transit Routing	Account Number	Process Control	Amount
3-31				5486	(\$55.00)
3-32				0111	(\$45.30)
3-33				2224	(\$20.00)
3-34				01535	(\$45.45)
3-35				02452	(\$45.45)
3-36				0117	(\$45.00)
3-37				0441	(\$35.00)
3-38				2981	(\$45.00)
3-39	0001648923				(\$9.30)

**Total Item Count: 39 ~ Total Deposit Amount: \$2,472.39**



Cinsly,  
 Please process a  
 B.U. A for the attached  
 donations

01712571-566100 \$295.00

DATE 3/20/19

	DOLLARS	CENTS
CURRENCY	1892	58
COINS		35
TOTAL CASH	1892	58
CHECKS		
1		
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TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE	1892	58

DEPOSIT TICKET TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

63-8448/2531 021

RE-ENTER GRAND TOTAL IN SCREENED BOXES

1892.58

AMB 3/20/19

009

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

000000511 1:2631844881

MPLS #5

BOARD OF COUNTY COMMISSIONERS  
 OF NASSAU COUNTY  
 LIBRARY DEPARTMENT  
 76347 VETERANS WAY, STE 480, C88, 12 H20980 A0  
 YULEE, FL 32097

FIRST FEDERAL BANK  
 Fernandina Beach, Florida 32034

RCVD OMB  
 19 MAR 29 PM 2:40

NASSAU COUNTY PUBLIC LIBRARY SYSTEM

DAILY BUSINESS DEPOSIT

LIBRARY: NCPLS

DATE: 03/20/19

FISCAL YEAR: 2018-19

Coins  
✓ \$0.01 \$ 0.38

✓ \$0.05 \$ 1.50

✓ \$0.10 \$ 5.20

✓ \$0.25 \$ 28.50

\$0.50

\$1.00

Sub-Total \$ 35.58

Bills

✓ \$1.00 \$ 112.00

✓ \$2.00

✓ \$5.00 \$ 95.00

✓ \$10.00 \$ 170.00

✓ \$20.00 \$ 1,380.00

\$50.00

✓ \$100.00 \$ 100.00

Sub-Total \$ 1,857.00

Total Cash \$ 1,892.58

Check Deposit Amount  
\$ 5,196.95

# of Cks

Sub-Total \$ 5,196.95

Grand Total \$ 7,089.53

Previous Deposit: 03/13/19

TOTAL DEPOSIT

Branch Account #	Fines&Fees	Damaged Books/Materials	Donations	Meeting Room Rental Fees	Rental Taxes	Sales of Materials	Out of State	Proctoring Fees	Passport	Expedite Postage	Passport Photos	Sales Tax	Total
ADM-01711571		\$ 8.05											\$ 8.05
FB -01712571 ✓	\$ 406.43		\$ 295.00 ✓				\$ 80.00		\$ 4,725.00		\$ 1,243.55	\$ 87.05	\$ 6,837.03
CAL-01713571	\$ 148.60		\$ 0.70										\$ 149.30
HLD-01714571	\$ 77.85												\$ 77.85
BRY-01715571	\$ -												\$ -
YUL-01716571	\$ 16.25												\$ 16.25
	\$ 649.13	\$ 8.05	\$ 295.70	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ 4,725.00	\$ -	\$ 1,243.55	\$ 87.05	\$ 7,088.48

# Photos Sold 133

Deposit: \$ 7,089.53

Cash +/- \$ 1.05

Bag# DE87738665

FB Over \$1.05

Preparer

Signatures:

Verified

Claire D. Shepherd 03/20/19

*[Signature]* 3/20/19

DE87738665



Date:

3/20/19

Said to contain:

\$1892.58

Signature:

CDS / AMB

▼ ▼ Remove this tear-off receipt before sealing bag. ▼ ▼



**Deposit Detail (By Deposit) Report**  
**Fifth Third Bank - Electronic Deposit Manager**

Report Created on 3/20/2019 11:20:51 AM by QI5WL00A

Presenter: NASSAU COUNTY BOARD OF COUNTY

Date Range: 3/20/2019 - 3/20/2019

Location(s): Fernandina Library

Account(s):

Research Id	Aux On Us	Transit Routing	Account Number	Process Control	Amount
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*Location: Fernandina Library ~ Acct: NASSAU COUNTY BOARD OF COUNTY*

*User: QI5WL00A ~ Item Count: 81 ~ Deposit Amount: \$5,196.95*

*Processed: 3/20/2019 ~ Acknowledged: 3/20/2019 11:21 AM ~ Posted: 3/20/2019*

2-1		600	\$5,196.95
2-2		00187	(\$25.00)
2-3		1405	(\$125.00)
2-4		1557	(\$45.00)
2-5		02651	(\$90.00)
2-6		8830	(\$90.00)
2-7		3585	(\$90.00)
2-8		001	(\$90.00)
2-9		001	(\$70.00)
2-10		0180	(\$20.00)
2-11		1875	(\$45.00)
2-12		1717	(\$45.00)
2-13		2658	(\$10.00)
2-14		0941	(\$226.80)
2-15		2002	(\$90.00)
2-16		1853	(\$100.00)
2-17		0560	(\$45.00)
2-18		1274	(\$115.00)
2-19		0196	(\$45.00)
2-20		0414	(\$35.00)
2-21		1621	(\$45.00)
2-22		02136	(\$45.00)
2-23		0568	(\$45.00)
2-24		00114	(\$45.00)
2-25		2194	(\$45.00)
2-26		0114	(\$45.00)
2-27		0290	(\$45.00)
2-28		4259	(\$45.00)
2-29		1136	(\$70.00)
2-30		01052	(\$45.00)
2-31		01076	(\$45.00)

# Deposit Detail (By Deposit) Report

## Fifth Third Bank - Electronic Deposit Manager

Report Created on 3/20/2019 11:20:51 AM by QI5WL00A

Presenter: NASSAU COUNTY BOARD OF COUNTY

Date Range: 3/20/2019 - 3/20/2019

Location(s): Fernandina Library

Account(s):

Research Id	Aux On Us	Transit Routing	Account Number	Process Control	Amount
2-32				001	(\$90.00)
2-33				01636	(\$35.00)
2-34				07097	(\$55.00)
2-35				0109	(\$105.00)
2-36				07907	(\$45.00)
2-37				00856	(\$35.00)
2-38				001	(\$90.00)
2-39				2657	(\$35.00)
2-40				1574	(\$126.35)
2-41				0204	(\$35.30)
2-42				001	(\$135.00)
2-43				2190	(\$90.10)
2-44				0718	(\$90.90)
2-45				0105	(\$91.05)
2-46				0466	(\$55.00)
2-47					(\$11.45)
2-48				1117	(\$150.00)
2-49				2164	(\$100.00)
2-50				01780	(\$35.00)
2-51				00136	(\$45.00)
2-52				1021	(\$90.00)
2-53				01809	(\$45.00)
2-54				6103	(\$20.00)
2-55				02111	(\$90.00)
2-56				00109	(\$45.00)
2-57				8213	(\$70.00)
2-58				2968	(\$90.00)
2-59				0268	(\$145.00)
2-60				1277	(\$10.00)
2-61				3956	(\$45.00)
2-62				3082	(\$125.00)
2-63				01616	(\$90.00)
2-64					(\$45.00)
2-65					(\$35.00)
2-66					(\$45.00)
2-67					(\$35.00)
2-68					(\$35.00)

**Deposit Detail (By Deposit) Report**  
**Fifth Third Bank - Electronic Deposit Manager**

Report Created on 3/20/2019 11:20:51 AM by QI5WL00A

Presenter: NASSAU COUNTY BOARD OF COUNTY

Date Range: 3/20/2019 - 3/20/2019

Location(s): Fernandina Library

Account(s):

Research Id	Aux On Us	Transit Routing	Account Number	Process Control	Amount
2-69					(\$45.00)
2-70					(\$135.00)
2-71					(\$45.00)
2-72					(\$35.00)
2-73					(\$45.00)
2-74				90	(\$35.00)
2-75				90	(\$135.00)
2-76				002	(\$35.00)
2-78	6616102147				(\$45.00)
2-79	004174743				(\$45.00)
2-80	004173737				(\$35.00)
2-81	001719				(\$90.00)
2-82				002	(\$35.00)

**Total Item Count: 81 ~ Total Deposit Amount: \$5,196.95**

PRINCESS AMELIA CHAPTER NSCDXVHC  
P.O. BOX 16944  
FERNANDINA BEACH, FL 32035

63-1309/631

1117

DATE March 16, 2019

PAY TO THE  
ORDER OF

Nassau County Bocc \$ 150.00  
One hundred & fifty 00  
100 DOLLARS  Security Features  
Included.  
Details on Back.

First Coast  
Community  
Bank  
a division of SYNOVUS BANK

MEMO Books

⑆063113099⑆

E. W. R. McHale MP  
1117

### DONATION RECORDS

#### DONATION RECORD (MONETARY)

Donor's Name: DAR Princess Amelia Chap

Address: PO Box 16944

City, St., Zip Code FL 32035

IN HONOR OF:

Address:

City, St., Zip Code:

Date of Donation: 3/16/19

Donation Amount: 150.00 Cash 1117

Donation Purpose: books

Received By:

PATRICIA HAYDEN  
HUGH HAYDEN  
6 SALT MARSH DR  
AMELIA ISLAND, FL 32034

1405

63-1392/630  
60300

March 15, 2019  
Date

Nassau County Board of Commissioners

PAT ~~Fernandina FL~~ \$ 125<sup>00</sup>  
One hundred - twenty - five - <sup>no</sup>/<sub>100</sub>

Photo  
Safe  
Deposit  
Details on back

BBVA Compass

Compass Bank  
Fernandina Beach, FL

For \_\_\_\_\_

Patricia Hayden

0063013924

405

### DONATION RECORDS

#### DONATION RECORD (MONETARY)

Donor's Name: The Book Ends of Patricia Hayden

IN HONOR OF: Town Hitchcock

Address: 6 Salt Marsh Drive

Address: author of

City, St., Zip Code: Amelia Island, FL 32034

City, St., Zip Code: The Girl in the

Date of Donation: March 15, 2019

Donation Amount: 125<sup>00</sup> Cash Check #

Donation Purpose: Books and materials

1405

Rec'd By: \_\_\_\_\_

LORRAINE D HERSCHKORN  
PO BOX 153  
GOULDSBORO, ME 04607

180  
52-36/112 ME  
90905

3/18/19

Pay To The  
Order Of

Nassau County Board of Commissioners

\$ 20.00

Twenty

00  
XX

Dollars



Security  
Features  
Details on  
Back

Bank of America



ACH R/T 011200365

Fernandina Bck

Donation to library for book purchase L Herschkorn  
~~2000 Surveillance Capitalism~~

0011200365

80

Harland Clarke

## DONATION RECORDS

### DONATION RECORD (MONETARY)

Donor's Name: Lorraine Herschkorn

IN HONOR OF:

Address: P.O. Box 153

Address:

City, St., Zip Code: Gouldsboro, ME

City, St., Zip Code:

04607

Date of Donation: 3-18-2019

Donation Amount: Cash

Check # 108

\$20.00

Donation Purpose: To purchase book

The Age of Surveillance  
Capitalism: The Fight for A  
Human Future



Tab 1  
Page B

## RESOLUTION 2019-

**WHEREAS** the General Fund is estimated to receive \$2,359 more in Emergency Management Preparedness and Assistance Grant base grant (agreement number 19-BG-21-04-55-01-011) than was budgeted in FY18/19 due less expenditures in FY17/18 than originally estimated. Grant period is July 1, 2018-June 30, 2019.

**WHEREAS** this revenue was not anticipated in the 2018/2019 budget year for the fund.

**BE IT THEREFORE** resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

### REVENUE

01253525-334201 EM19	St Grant-Emergency	2,359
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### APPROPRIATION

01253582-523010 EM19	Life & Health	\$1,887
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01253582-524010 EM19	Workers' Comp	<u>472</u>
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TOTAL APPROPRIATIONS		\$2,359
----------------------	--	---------

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
EX-OFFICIO CLERK

04/01/2019 09:28  
6235clac

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

P 1  
glytdbud

FOR 2019 99

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01253525 EMERGENCY PREPAREDNESS							
01253525 331000 EM19 FEDERAL GRA	-48,947	0	-48,947	-15,961.61	.00	-32,985.39	32.6%
01253525 334201 EM19 ST GRANT-EM	-76,094	0	-76,094	-27,037.11	.00	-49,056.89	35.5%
01253525 523010 EM19 LIFE & HEAL	11,462	0	11,462	6,724.26	.00	4,737.74	58.7%
01253525 524010 EM19 WORKERS' CO	2,668	0	2,668	2,080.03	.00	587.97	78.0%
TOTAL EMERGENCY PREPAREDNESS	-110,911	0	-110,911	-34,194.43	.00	-76,716.57	30.8%
01253582 TRANS OUT - CONST OFFICERS							
01253582 591920 EM19 TRANS TO SH	110,911	0	110,911	61,248.39	.00	49,662.61	55.2%
TOTAL TRANS OUT - CONST OFFICERS	110,911	0	110,911	61,248.39	.00	49,662.61	55.2%
TOTAL GENERAL FUND	0	0	0	27,053.96	.00	-27,053.96	100.0%
TOTAL REVENUES	-125,041	0	-125,041	42,998.72	.00	-82,042.28	
TOTAL EXPENSES	125,041	0	125,041	70,052.68	.00	54,988.32	
GRAND TOTAL	0	0	0	27,053.96	.00	-27,053.96	100.0%

\*\* END OF REPORT - Generated by Chris Lacambra \*\*

Emergency Management							
EMPG/EMPA Grant Reconciliation 2018-19							
EM19							
				Expend thru	9/30/18	FY2018/19	Budget
				9/30/18	Balance	Budget	Adjustment
EMPG	01253525 331000 EM19 Federal	\$64,593.00		\$15,961.61	\$48,631.39	\$48,947.00	-\$315.61
EMPA	01253525 334201 EM19 State	<u>\$105,806.00</u>		<u>\$27,037.11</u>	<u>\$78,768.89</u>	<u>\$76,094.00</u>	<u>\$2,674.89</u>
		\$170,399.00		\$42,998.72	\$127,400.28	\$125,041.00	\$2,359.28
	Total Grant Award 7/1/18-6/30/19	\$170,399.00					
	Expenditures through 9/30/18	<u>\$42,998.72</u>					
	Grant balance for FY18/19	\$127,400.28					
	Grant budget FY18/19	<u>\$125,041.00</u>					
	Adjustment	\$2,359.28					

03/21/2019 16:42  
6235cwoo

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

P 1  
glytdbud

FOR 2018 13

*July - Sept '18*

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51 PERSONAL SERVICES							
<u>01253525 523010 EM19 LIFE &amp; HEAL</u>	6,502	0	6,502	4,355.22	.00	2,146.78	67.0%
<u>01253525 524010 EM19 WORKERS' CO</u>	755	-73	682	470.27	.00	211.73x	69.0%
TOTAL PERSONAL SERVICES	7,257	-73	7,184	4,825.49	.00	2,358.51	67.2%
TOTAL EXPENSES	7,257	-73	7,184	4,825.49	.00	2,358.51	
59 OTHER USES							
<u>01253582 591920 EM19 TRANS TO SH</u>	38,101	73	38,174	38,173.23	.00	.77	100.0%
TOTAL OTHER USES	38,101	73	38,174	38,173.23	.00	.77	100.0%
TOTAL EXPENSES	38,101	73	38,174	38,173.23	.00	.77	
GRAND TOTAL	45,358	0	45,358	42,998.72	.00	2,359.28	94.8%

\*\* END OF REPORT - Generated by Cindy C Wood \*\*

*Roll to 18/19*

EMPA - \$105,806  
EMP6 - 64,593  
\$170,399

*Ch 284  
where go*

03/21/2019 16:42  
6235cwoo

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

P 1  
glytdbud

FOR 2019 99

Oct -  
Dec '19

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51 PERSONAL SERVICES							
<u>01253525 523010 EM19 LIFE &amp; HEAL</u>	11,462	0	11,462	6,724.26	.00	4,737.74	58.7%
<u>01253525 524010 EM19 WORKERS' CO</u>	2,668	0	2,668	2,080.03	.00	587.97	78.0%
TOTAL PERSONAL SERVICES	14,130	0	14,130	8,804.29	.00	5,325.71	62.3%
TOTAL EXPENSES	14,130	0	14,130	8,804.29	.00	5,325.71	
59 OTHER USES							
<u>01253582 591920 EM19 TRANS TO SH</u>	110,911	0	110,911	29,526.92	.00	81,384.08	26.6%
TOTAL OTHER USES	110,911	0	110,911	29,526.92	.00	81,384.08	26.6%
TOTAL EXPENSES	110,911	0	110,911	29,526.92	.00	81,384.08	
GRAND TOTAL	125,041	0	125,041	38,331.21	.00	86,709.79	30.7%

\*\* END OF REPORT - Generated by Cindy Wood \*\*

03/21/2019 16:43  
6235cwoo

BOARD OF COMMISSIONERS  
ACCOUNT DETAIL HISTORY FOR 1900 00 TO 2019 13

P 1  
glacthst

ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE
01253525 001 .253.525.52.523010.EM19 LIFE & HEALTH INSURANCE								
18/11	475 08/01/18 SHF-C	GEN 001420					1,451.74	1,451.74
18/11	735 08/22/18 SHF-C	GEN 001448					1,451.74	2,903.48
18/12	925 09/21/18 SHF-C	GEN 001689					1,451.74	4,355.22
19/02	406 11/13/18 SHF-C	GEN 000136					1,451.74	5,806.96
19/03	602 12/21/18 SHF-C	GEN 000374				B	1,451.74	7,258.70
19/04	542 01/11/19 SHF-C	GEN 000471					1,451.74	8,710.44
19/05	630 02/12/19 SHF-C	GEN 000644					1,184.52	9,894.96
19/06	168 03/01/19 SHF-C	GEN 000684					1,184.52	11,079.48
LEDGER BALANCES --- DEBITS: 11,079.48 CREDITS: .00 NET: 11,079.48								
01253525 001 .253.525.52.524010.EM19 WORKERS' COMPENSATION								
18/05	124 02/02/18 WC	GEN 000516					462.57	462.57
18/05	467 02/27/18 W 18-S092	API 001878	211399	243882			7.70	470.27
19/05	538 02/21/19 WC PREM	GEN 000623					2,080.03	2,550.30
LEDGER BALANCES --- DEBITS: 2,550.30 CREDITS: .00 NET: 2,550.30								
01253582 001 .253.582.58.591920.EM19 TRANS TO SHERIFF-VARIOUS								
18/11	659 08/28/18 CK 181641	API 013899	221928	1816412			12,724.41	12,724.41
18/12	182 09/12/18	API 013899	222549	1816983			12,724.41	25,448.82

03/21/2019 16:43  
6235cwoo

BOARD OF COMMISSIONERS  
ACCOUNT DETAIL HISTORY FOR 1900 00 TO 2019 13

P 2  
glacthst

ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE
	CK 181698 AUGUST 2018	EMERGENCY MGMT	SAL	LEEPER - SHERIFF				
18/12	895 09/30/18 GEN 001671					B	12,724.41	38,173.23
	EMERG MGMT EMERG MGMT REIM 9/18							
19/02	468 11/27/18 API 013899			227194	1902271		6,438.63	44,611.86
	CK 190227 OCT 2018 EMER MGMT SALARIES			LEEPER - SHERIFF				
19/03	328 12/18/18 API 013899			228777	1903800		12,874.09	57,485.95
	CK 190380 NOV 2018 EMER MGMT SALARIES			LEEPER - SHERIFF				
19/03	669 12/31/18 GEN 000473						10,214.20	67,700.15
	EMERG MGMT EM19 DEC18 SALARIES							
LEDGER BALANCES --- DEBITS:				67,700.15	CREDITS:	.00	NET:	67,700.15
GRAND TOTAL --- DEBITS:				81,329.93	CREDITS:	.00	NET:	81,329.93

17 Records printed

\*\* END OF REPORT - Generated by Cindy C Wood \*\*

YTD EXPEND



STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
REMITTANCE ADVICE

EMPA

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202191001-31700100-00-10112300	310000	07	D9000261157	7510	12/06/18	0538914

PAYMENT AMOUNT  
\$ 27,037.11

AGENCY DOCUMENT NO  
V002269

NASSAU COUNTY  
77150 CITIZENS CIRCLE  
YULEE FL 32097

PLEASE DIRECT QUESTIONS TO: (850) 815-4607, DIVISION OF EMERGENCY MANAGEMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
1	\$ 27,037.11

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC



FLAIR ACCOUNT CODE 31-202191001-31700100-00-10112300 SWDN D9000261157 ADN V002269 OBJECT 7510 DATE 12/06/18 WARRANT NO 64-975 94-0538914-0 612  
OLO 310000 SITE 07 CONTACT (850) 815-4607 FOR PAYMENT QUESTIONS VOID AFTER 12 MONTHS

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES

4-28 936 544  
AMOUNT

PAY

TWENTY-SEVEN-THOUSAND-THIRTY-SEVEN & 11/100 DOLLARS

\$\*\*\*\*27,037.11

EXPENSE WARRANT

TO THE  
ORDER OF

NASSAU COUNTY  
77150 CITIZENS CIRCLE  
YULEE FL 32097

TO: DIVISION OF TREASURY  
TALLAHASSEE

*Jimmy Patronis*  
JIMMY PATRONIS, CHIEF FINANCIAL OFFICER

9405389140 0612097561

EMPA

IssueCheck Here for Initial Payment ☐\*\*Payment Number: 1

## DIVISION OF EMERGENCY MANAGEMENT

## REQUEST FOR PAYMENT

Originating Bureau: Preparedness

Make Warrant Payable to: Nassau County  
(Same as Contract Name)

Mailing Address: 77150 Citizens Circle Yulee, Florida 32097

Contract Number: 19-BG-21-04-55-01-011 Amount of Warrant: \$27,037.11  
(Same as Backup Documentation)

FLAIR TRANSACTION # (TR) 90 ENC # G67584 LINE # 0001\*\*FINAL PAYMENT  
INDICATOR

(Leave Blank If Partial; Insert "F" if Final Payment)

\*\*ORG LEVEL 31800204

\*\*EO

OBJ CODE 75100\*\*CF 31.063

DESCRIPTION

\*\*AMOUNT \$ \$27,037.11\*\*VENDOR NO. F-59-1863042 - 007VOUCHER NO. 1002269

BEN OBJ

BEN CAT

\*\*GRANT NO. 4210SFACTS NO. D9011\*\*FID NO. 2-191001-101123

(Fund No. and Category)

\*\*APPROVED BY: Michael KennethDATE: 30 Nov 2018PROCESSED BY: Lakesha CasonDATE: 11/29/18

## FOR CONTRACTUAL SERVICES

## AGREEMENTS ONLY:

(To be completed by Program Office)

Date Invoice Received: 11/27/18Date Goods/Services  
Received: 11/27/18Date Goods/Services  
Inspected: 11/28/18Invoice # 1

(To be completed by Division Finance)

TRANS DATE 11/28/18BATCH NUMBER 2

## Instructions:

- (1) Retain copy of this form for your files. REL 11/29/18
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies, plus an extra copy of the Request for Payment form).
- (3) Submit the approved routing sheet and required attachments as per DEM Instructions.
- (4) Items marked with \* are to be provided by the Program Office.

DEM Form (02/2017)

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT  
QUARTERLY FINANCIAL REPORT  
Form 1A**

Recipient: Nassau County Board of County Commissioners  
 County Name: Nassau County  
 Address: Nassau County Emergency Management  
 77160 Citizens Circle  
 Yulee, FL 32097  
 Point of Contact: Michelle Mellecker  
 Telephone #: 04-548-0900  
 AGREEMENT #: 19-BG-21-04-55-01-011

Claim # 1

(Select the quarter of submission)

**QUARTERLY REPORTING DUE DATES**

July 1 - September 30 - Due no later than October 31	<b>X</b>
October 1 - December 31 - Due no later than January 31	
January 1 - March 31 - Due no later than April 30	
April 1 - June 30 - Due no later than July 31	

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs				\$0.00
2. Training Costs				\$0.00
3. Exercise Costs				\$0.00
4. EM Agency Administration Costs	\$105,806.00	\$27,037.11	\$27,037.11	\$78,768.89
5. Equipment Costs				\$0.00
<b>TOTAL</b>	\$105,806.00	\$27,037.11	\$27,037.11	\$78,768.89

**TOTAL AMOUNT TO BE PAID ON THIS INVOICE** \$27,037.11

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Signed:

  
 Recipient Contract Manager or Financial Officer

Date

10-16-19

**QUARTERLY STATUS REPORT**

**This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.**

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

**JULY:** Beckom G-318 16-17; FEPA Mid Year 22-27;

**AUGUST:** Sellek L-427 19-23; Beckom G-557 & G-205 20-24; Mellecker Sit Unit Lead 20-25; Estep FDEM Conference 26-31;

**SEPTEMBER:** Ray AWR-228 5th; Mellecker G-557 & G-205 11-13; Ray ACHA workshops 20-21; Ray IS 0230d;

(Attach additional page(s) if needed.)

**THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT**

Total EMPA (State) Amount	105,806.00
Prior Payments	\$0.00
This Payment	\$27,037.11
Unexpended Funds	\$78,768.89

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
REMITTANCE ADVICE

EMPG

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202261037-31700100-00-05038500	310000	07	D9000232857	7800	11/26/18	0501888
						PAYMENT AMOUNT \$ 15,961.61

AGENCY DOCUMENT NO  
V001978

NASSAU COUNTY  
77150 CITIZENS CIRCLE  
YULEE FL 32097

NOV 27 2018

PLEASE DIRECT QUESTIONS TO: (850) 815-4607, DIVISION OF EMERGENCY MANAGEMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
1	\$ 15,961.61

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT  
THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC



FLAIR ACCOUNT CODE 31-202261037-31700100-00-05038500 SWDN D9000232857 ADN V001978 OBJECT 7800 DATE 11/26/18 WARRANT NO 94-0501888-0 64-975 612  
OLO 310000 SITE 07 CONTACT (850) 815-4607 FOR PAYMENT QUESTIONS VOID AFTER 12 MONTHS

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES

4-28 885 222  
AMOUNT

PAY  
FIFTEEN-THOUSAND-NINE-HUNDRED-SIXTY-ONE & 61/100 DOLLARS

\$\*\*\*\*15,961.61

EXPENSE WARRANT

TO THE  
ORDER OF

NASSAU COUNTY  
77150 CITIZENS CIRCLE  
YULEE FL 32097

TO: DIVISION OF TREASURY  
TALLAHASSEE

*Jimmy Patronis*  
JIMMY PATRONIS, CHIEF FINANCIAL OFFICER

9405018880 061209756

Fy 2018

EMPG

Issue

Check Here for Initial Payment ☐

\*\*Payment Number: 1

**DIVISION OF EMERGENCY MANAGEMENT**  
**REQUEST FOR PAYMENT**

Originating Bureau: Preparedness  
Make Warrant Payable to: Nassau County  
(Same as Contract Name)  
Mailing Address: 77150 Citizens Circle Yulee, Florida 32097  
Contract Number: 19-FG-AF-04-55-01-138 Amount of Warrant: \$15,961.61  
(Same as Backup Documentation)

FLAIR TRANSACTION # (TR) 70 ENC # G67868 LINE # 0001

\*\*FINAL PAYMENT  
INDICATOR

(Leave Blank if Partial; Insert "F" if Final Payment)

\*\*ORG LEVEL 31800204 \*\*EO AF OBJ CODE 780002

\*\*CF 97.042 DESCRIPTION \_\_\_\_\_

\*\*AMOUNT \$ \$15,961.61

\*\*VENDOR NO. F59-1863042-007

VOUCHER NO. V001978

BEN OBJ \_\_\_\_\_ BEN CAT \_\_\_\_\_

\*\*GRANT NO. 8003F FACTS NO. 59138

\*\*FID NO. 2-261087-050385

(Fund No. and Category)

\*\*APPROVED BY: [Signature] DATE: 11/13/18

PROCESSED BY: Lakesha Cason DATE: 11/9/18

**FOR CONTRACTUAL SERVICES  
AGREEMENTS ONLY:**  
(To be completed by Program Office)

Date Invoice Received: 11/6/18

Date Goods/Services  
Received: 11/6/18

Date Goods/Services  
Inspected: 11/8/18

Invoice # 1

(To be completed by Division Finance)

TRANS DATE 11/8/2018

BATCH NUMBER 2

- Instructions:
- (1) Retain copy of this form for your files.
  - (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies, plus an extra copy of the Request for Payment form).
  - (3) Submit the approved routing sheet and required attachments as per DEM Instructions.
  - (4) Items marked with \*\* are to be provided by the Program Office.

DEM Form (02/2017)

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT  
QUARTERLY FINANCIAL REPORT  
FORM 1A**

Sub-Recipient: Nassau County Board of County Commissioners  
County Name: Nassau County  
Address: Nassau County Emergency Management  
77150 Citizens Circle  
Yulee, FL 32097

Claim # 1

Point of Contact: Michelle Mellecker  
Telephone #: 904-548-0900  
AGREEMENT # FY18 19-FG-AF-04-66-01-138

(Select the quarter of submission)  
**QUARTERLY REPORTING DUE DATES**

July 1 - September 30 - Due no later than October 30	<b>X</b>
October 1 - December 31 - Due no later than January 30	
January 1 - March 31 - Due no later than April 30	
April 1 - June 30 - Due no later than July 30	

**THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs				\$0.00
2. Organization Costs	\$64,593.00	\$15,961.61	\$15,961.61	\$48,631.39
3. Training Costs				\$0.00
4. Exercise Costs				\$0.00
5. Equipment Costs				\$0.00
6. Management and Administration Costs (up to 5% of amount received)				\$0.00
<b>TOTAL</b>	<b>\$64,593.00</b>	<b>\$15,961.61</b>	<b>\$15,961.61</b>	<b>\$48,631.39</b>

**TOTAL AMOUNT TO BE PAID ON THIS INVOICE** **\$15,961.61**

Signed:

  
Sub-Recipient Contract Manager or Financial Officer

Date

10/16/18

**QUARTERLY STATUS REPORT**

**This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.**

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and/or exercises)

**JULY:** Hurricane Preparedness Workshop FSCJ 7/10; Mitigation for fire on railroads meeting 7/16;  
Long Term Recovery Group in Jax 07/27; 1st Baptist Church Hurricane Preparedness 07/19;

**AUGUST:** LMS Meeting 08/01; G-300 at the EOC Aug 6-8; Hurricane Preparedness for Democratic Womens Meeting 08/28;  
Active Shooter Presentation at Wildlight 08/29;

**September:** Farmers market booth 09/01; Preparedness training Micha's Place 09/11; Preparedness Booth Senior Expo 09/14;  
Advisory Council Meeting 09/25; Active Assailant Meeting 09/25; LMS meeting 09/25; DRC Meeting 9.21.18;

(Attach additional page(s) if needed.)

**THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT**

Total EMPG (Federal) Amount	\$64,593.00
Prior Payments	\$0.00
This Payment	\$15,961.61
Unexpended Funds	\$48,631.39

Tab 1  
Page C

**RESOLUTION 2019-**

**WHEREAS** the Municipal Service Fund was awarded a grant from the Petco Foundation in the amount of \$50,000 for the purpose of providing spaying and neutering services for Nassau County.

**WHEREAS** this revenue was not anticipated in the 2018/2019 fiscal year for the fund.

**BE IT THEREFORE** resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

**REVENUE**

04005562-366100 PTC18	Private Grant	\$50,000
-----------------------	---------------	----------

**APPROPRIATION**

04005562-531033 PTC18	Vet Service-Sterilization	\$50,000
-----------------------	---------------------------	----------

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
EX-OFFICIO CLERK

 3.27.19





February 2019

Dear Petco Foundation partner,

On behalf of everyone at the Petco Foundation, we are thrilled to present you with the enclosed grant award of **\$50,000.00**, to be used towards the purpose outlined in your grant application for our 2018 Animal Sheltering and Adoptions grant cycle. Please see your approval email for instructions on how to properly acknowledge the Petco Foundation as well as the link to our press kit and logo.

We're honored to partner with your organization and invest in your lifesaving efforts. By supporting pet adoption and your lifesaving spay & neuter work, we put our love for pets into action. After all, it takes all of us to create a lifesaving nation and a better world for animals.

So together, let's do this!

**ALL FOR LOVE** 



Susanne Kogut  
Executive Director  
Petco Foundation

P.S. The Petco Foundation desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to the Petco Foundation and that any thank you letters be sent by email only to [foundationpartners@petco.com](mailto:foundationpartners@petco.com). We welcome and appreciate recognition on social media (@petcofoundation), on your website, or in other print and digital communications. We ask that this recognition thank the Petco Foundation, Petco and/or our Petco store partners collectively rather than individual employees of Petco or the Petco Foundation. *The Petco Foundation is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930*

**Investment purpose(s)\***

Should the Petco Foundation select your organization for a lifesaving investment, please indicate how you intend to use the funds provided. You may select up to, but no more than THREE choices:

- ☐ Adoption preparation (animal care, vaccinations, necessary medical treatment, spay/neuter)
- ☐ Adoption promotion (adoption marketing and sponsorship of adoption events)
- ☒ Public spay/neuter
- ☐ Feral cat TNR (includes all costs related specifically to TNR efforts)
- ☐ Vehicle
- ☒ General equipment
- ☐ Capital contribution (building and fixed asset needs)
- ☐ Lifesaving Impact Award (see instructions in suggested amount section below)
- ☐ Training and education
- ☐ Sponsorship of a non-adoption event
- ☐ Other

**Use of investment\***

Please describe how an investment made in the purposes described above will help your organization achieve its lifesaving goals and objectives. Provide specific details for each purpose.

If Nassau County Animal Services is awarded this grant, we will use the funds to provide Nassau County pet owners with spay or neuter surgeries for their pets. We have partnered with First Coast No More Homeless Pets in Jacksonville Florida who has agreed to provide these surgeries at an average cost of \$50.00 per surgery, this includes a Rabies Vaccination. This would provide 1700 spay/neuter surgeries for residents who otherwise may not be able to afford to have this done. By Partnering with the Petco Foundation and First Coast No More Homeless Pets, we believe that we can make a real difference in the number of homeless animals that end up in our animal shelter every year.

9,036 characters left of 10,000

**Suggested amount\***

The Petco Foundation uses the information provided in your application to evaluate your organization's effectiveness and efficiency against your peers in the field, what we call your Lifesaving Rate of Return (LRR). Investment amounts are determined through a combination of your LRR, the number of sheltered/rescued animals impacted, and your organization's partnership with the Petco Foundation. Please provide a suggested grant amount in the box below. Keep in mind that your grant award, based on our evaluation of your organization, may differ from your suggested amount.

\$ 90,000

**NOTE:** Investments of \$100,000 or more are considered **Lifesaving Impact Awards**. Your organization must shelter a minimum of 2,500 animals in order to qualify of an award of this size. These types of grants are very limited and require an additional attachment detailing your

# LIFESAVING INVESTMENT ACKNOWLEDGMENT TOOLKIT

Congratulations on receiving an investment from the Petco Foundation for your incredible lifesaving work! This resource guide includes tools and suggestions to acknowledge the award. We encourage you to use any of these items to help promote your investment.

## WHAT'S INCLUDED IN THE RESOURCE GUIDE?

- ✂ Customizable press release and media alert to send to your local media outlets
- ✂ Social Media overlay images that can be used to create your own branded graphics to promote and acknowledge the investment
- ✂ Suggested social media text for Facebook, Instagram, and Twitter
- ✂ Examples of successful photos that other Animal Welfare Organizations have used to acknowledge their investments

## LIFESAVING INVESTMENT ACKNOWLEDGMENT CHECKLIST

- ☐ Customize the Lifesaving Grant Award press release, email it to [foundationmedia@petco.com](mailto:foundationmedia@petco.com) for approval, then send it out to your local media to announce your organization's award.
- ☐ Work with the Petco Foundation team to plan a media event, like a check presentation, at your local Petco store and customize the media alert to send to local media to announce the event.
- ☐ Include an announcement in your organization's newsletter about your award.
- ☐ Place the "Supported by Petco Foundation" badge on your organization's website.
- ☐ Post on your organization's Social Media channels about the award. Don't forget to tag @PetcoFoundation!
- ☐ Go live on Facebook or Instagram to show the impact of the Foundation's investment in your organization.
- ☐ Consider using the grant funds for a matching gift campaign
- ☐ Send stories, photos and/or video of lives saved or changed because of your Petco Foundation investment to [foundationmedia@petco.com](mailto:foundationmedia@petco.com) for use in our communications. You must provide a photo release for all people and pets featured in photos.
- ☐ The next time you are shopping at a Petco or Unleashed by Petco store, thank a store partner for helping to raise the donations that make our lifesaving investments possible!



## **Your application to the Petco Foundation for support is approved**

foundationpartners@petco.com <do-not-reply.grants07-us-east-1@fluxx.io>

Fri 2/15/2019 7:50 PM

To: Timothy Maguire <tmaguire@nassaucountyfl.com>

Dear Nassau County Board of County Commissioners,

Congratulations!

The Petco Foundation is thrilled to support your lifesaving efforts by investing \$50,000.00 in your organization in response to your application for support (ID number G-AWOM05082).

Funds will be distributed 3 - 6 weeks following receipt of this email.

### **REQUIREMENTS:**

By endorsing and depositing the grant award check, or accepting the electronic grant award deposit\*, you represent and warrant that your organization will:

- Use all funds for lifesaving purposes.
- Announce and celebrate the investment as outlined by you in the grant application (you will receive further instructions in a separate email).
- Complete all assigned follow up grant reports in a timely manner.
- Complete your organization's Annual Partnership Report (accessible within the [Partner Portal](#)) each year to stay eligible for grant awards.

### **AWARD AMOUNT:**

- The Petco Foundation's funding decisions are made through an evaluation process whereby your organization was compared against its peers. Multiple factors are considered including the total number of animals handled, budgets, previous funding history, relationships with Petco stores and other factors so that we may make equitable funding decisions.
- Based on this analysis, your award amount may be greater or less than the amount you suggested. As long as your use of funds stays focused on lifesaving objectives, you do not need to seek specific approval for each expenditure that deviates from the project description provided in the application. We trust that you will utilize these funds in the best manner possible to achieve the greatest return for your organization and community.

### **MUNICIPAL ORGANIZATIONS:**

- Municipalities are reminded that, per the certification you agreed to during the application process, funds donated shall not supplant or replace existing government

funding, may not be appropriated to the general funds of the municipality, but rather must be utilized and become an additional part of the funding of the animal control sheltering department.

---

**ELECTRONIC PAYMENTS:**

- Get your funds quicker and never lose a check in the mail – sign up for electronic payments! Login into the [Petco Foundation Partner Portal](#) and you'll find a link to enrollment information and instructions on the left side menu.

Thank you for all you do for animals! We look forward to hearing about the amazing lifesaving work you are able to accomplish with this investment.

Sincerely,

The Petco Foundation Team

*\*Organizations receiving electronic funds that cannot agree to the grant terms and conditions, as outlined in this and the recognition award letters, must notify the Petco Foundation immediately at [petcofoundation@petco.com](mailto:petcofoundation@petco.com) and return funds within 30 days of receipt.*

The Petco Foundation is a 501c3 nonprofit, tax exempt corporation, tax ID 33-0845930

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Page D

## RESOLUTION 2019-

**WHEREAS** the County Transportation Fund and the Capital Projects-Transportation Fund will receive Federal Aid Highway Program Funds through the Florida Department of Transportation (FDOT) per the Local Agency Program (LAP) agreement to provide for the design of safety improvements on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road), FDOT Financial Project ID 441214-1-38-01 (County contract CM#2656, County project #LAPSI).

**WHEREAS** this revenue was not anticipated in the 2018/2019 budget year for the fund.

**BE IT THEREFORE** resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

### REVENUE

03005541-331492 LAPSI	FHWA-FDOT-LAP	\$ 85,000
63470541-331492 LAPSI	FHWA-FDOT-LAP	<u>740,286</u>
TOTAL REVENUES		<u>\$ 825,286</u>

### APPROPRIATION

03005541-512000 LAPSI	Regular Salaries	\$ 67,525
03005541-521010 LAPSI	FICA Taxes	4,187
03005541-521020 LAPSI	Medicare Taxes	979
03005541-522000 LAPSI	Retirement	4,889
03005541-523010 LAPSI	Life & Health Insurance	6,178
03005541-524010 LAPSI	Worker's Compensation	1,242
63470541-563365 LAPSI	Engineering & Design	<u>740,286</u>
TOTAL APPROPRIATIONS		<u>\$ 825,286</u>

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
EX-OFFICIO CLERK

NCBCC  
NEW ACCOUNT REQUEST  
TRANSPORTATION RELATED  
DATE: 3/26/2019

PROJECT CODE: LAPSI STATE/FEDERAL MANDATE  
PROJECT TYPE: TRANSPORTATION ADMINISTERING DEPT ENGINEERING  
TITLE: Safety Improvements on CR108 STATUS  
MAJOR PROJECT: CIP  
STATE ID#: FPN# 441214-1-38-01 Design START DATE 3/18/2019  
FEDERAL CFDA: 20.205 ESTIM COMPLETION 12/31/2020  
Highway Planning & Construction ACTUAL COMPLETION

COMMENT: Safety Improvements on CR108 from County Road 115 (Bay Road) to County Road 121A (Middle Road)(Financial Project ID No. 441214-1-38-02). Federal Funding Source: CFDA  
1) Fund 363 - County is paying a consultant to design the project, acquire necessary permits and complete the LAP documentation needed to go out to bid; and 2) Fund 103 - County will be reimbursed for Engineering timesheets to administer the design contract

BCC APPROVAL: 2/11/2019

FUNDING SOURCES  
Federal Grant-Highway Planning and Construction design 441214-1-38-01 AMOUNT  
\$ 825,286.00

TOTAL \$ 825,286.00

CONTACT NAMES Robert Companion

NEW ACCOUNTS:

ORG	OBJECT	PROJ #	TYPE	DESCRIPTION	total BUDGET	
63470541	331492	LAPSI	REVENUE	FHWA-FDOT-LAP	\$ 740,286	NEW ACCT
03005541	331492	LAPSI	REVENUE	FHWA-FDOT-LAP	\$ 85,000	
			TOTAL REVENUES		\$ 825,286	
63470541	563365	LAPSI	EXPENSE	ENGINEERING & DESIGN	\$ 740,286	NEW ACCT
03005541	512000	LAPSI	EXPENSE	REGULAR SALARIES	\$ 67,525	
03005541	521010	LAPSI	EXPENSE	FICA TAXES	\$ 4,187	6.20%
03005541	521020	LAPSI	EXPENSE	MEDICARE TAXES	\$ 979	1.45%
03005541	522000	LAPSI	EXPENSE	RETIREMENT	\$ 4,889	7.24% avg per 18/19 budget
03005541	523010	LAPSI	EXPENSE	LIFE & HEALTH	\$ 6,178	9.15% avg per 18/19 budget
03005541	524010	LAPSI	EXPENSE	WORKER'S COMPENSATION	\$ 1,242	1.84% avg per 18/19 budget
			subtotal proj mgmt CEI's 68		\$ 85,000	25.88%
			TOTAL EXPENSE		\$ 825,286	
63000000	115000	LAPSI	ASSET	ACCOUNTS RECEIVABLE	NA	NEW ACCT
63000000	205500	LAPSI	LIABILITY	RETAINAGE PAYABLE	NA	NEW ACCT



CM 2656

proj. # LPSI - Safety Improvements

Bl Approved 2/11/19

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FPN: 441214-1-38-01	FPN:	FPN:
Federal No (FAIN): D218-101-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACLD	Fund:	Fund:
Org Code: 55023010248	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:
County No: 74	Contract No: G1663	
Recipient Vendor No: F591863042053	Recipient DUNS No: 829978514	
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on March 12, 2019, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Nassau County ("Recipient").

(This date to be entered by DOT only)

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 Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D" 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 design for safety improvements on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road), as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in 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 Agreement:** The Recipient agrees to complete the Project on or before 12/31/2020. 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 cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 825,286.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.1.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$825,286.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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**EXHIBIT "E"**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$825,286.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<http://www.fsrs.gov/>

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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**


<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Nassau County 98161 Nassau Place Yulee, FL 32097	<b>FINANCIAL PROJECT NUMBER:</b> 441214-1-38-01
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Total PD&amp;E Cost</b>				
<b>Design- Phase 38</b>				
FY: 2016-2018 (AGLD)	\$825,286.00	_____	_____	\$825,286.00
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
<b>Total Design Cost</b>	\$825,286.00			\$825,286.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
<b>Total Right-of-Way Cost</b>				
<b>Construction- Phase 58</b>				
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
<b>Total Construction Cost</b>				
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
<b>Total CEI Cost</b>				
<b>Insert Phase)</b>				
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
FY: (Insert Program Name)	_____	_____	_____	_____
<b>Total Phase Costs</b>				
<b>TOTAL COST OF THE PROJECT</b>	\$825,286.00			\$825,286.00

**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.

**Amy Roberson**  
 District Grant Manager Name

DocuSigned by:  
  
 Signature

3/12/2019 | 2:39 PM EDT

Date

Tab 1  
Page E

## RESOLUTION 2019-

**WHEREAS** the Capital Projects-Transportation Fund will receive Small County Outreach Program (SCOP) funds from the Florida Department of Transportation for the design and construction of Henry Smith Road from CR 108 to US 1 (project #HSMTH) Financial Project ID 438178-1-54-01 (CM#2670). Total FDOT SCOP funding is \$900,000.

**WHEREAS** this revenue was not anticipated in the 2018/2019 budget year for the fund.

**BE IT THEREFORE** resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

### REVENUE

63470541-334498 HSMTH	FDOT-SCOP	\$ 900,000
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### APPROPRIATION

63470541-563100 HSMTH	Road Construction	\$ 525,000
63470541-563360 HSMTH	Constr. Engineer Inspections	170,000
63470541-599900 HSMTH	Reserves-CTBCF	<u>205,000</u>
TOTAL APPROPRIATIONS		\$ 900,000

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
EX-OFFICIO CLERK

Bd approved 3/25/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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Cm 2670

FPN: <u>438178-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

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 NASSAU COUNTY, ("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:

- 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.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for road reconstruction of Henry Smith Road from CR 108 to US 1, 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.
- 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 6/30/2022. 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



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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 \$900,000.00. 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 \$900,000.00 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;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
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- 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 selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated 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



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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.
- l. 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

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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.

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

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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

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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 portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

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 on-

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site 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](mailto: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:

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

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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 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. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

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

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- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- 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:**



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- 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. 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**

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

RECIPIENT NASSAU COUNTY

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Pat Edwards  
Title: Chair

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

Legal Review:

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

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 438178-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

NASSAU COUNTY (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:** approx. 1.9 miles

**PROJECT DESCRIPTION:** Design, Construction and Construction Engineering and Inspection for road reconstruction - 2 lane of Henry Smith Road from CR 108 to US 1.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- b) Design to be completed by December 31, 2019.
- e) Construction contract to be let by October 1, 2020.
- f) Construction to be completed by June 30, 2022.

\* Time Extension is granted only for circumstances beyond the Agency's control.

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:** Prior to advertisement: 1) signed and sealed plans (electronic, if possible) 2) Engineer's Estimate 3) email verifying CCNA is followed 4) Right of Way, Railroad and Utility Certification. 5) provide coordination documentation with CSX and coordination with FDOT Local Programs / Rail Office

Prior to concurrence: 1) Agency to submit name of lowest responsible / responsive bidder for Department verification 2) final bid documents 3) Agency's CEI selection

**Deliverables:** Development of design plans and design related activities, Construction related activities and Construction Engineering and Inspection (CEI) related activities. Progress Report submitted with invoice. A field review must be done prior to final reimbursement request processed ensuring that all deliverables have been met in accordance with the contract.

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<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> <u>Nassau County BOCC</u> <u>The Honorable Pat Edwards, Chair</u> <u>96135 Nassau Place, Ste 1</u> <u>Yulee, Florida 32097</u>	<b>FINANCIAL PROJECT NUMBER:</b> <u>438178-1-54-01</u>
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I. PHASE OF WORK by Fiscal Year:	FY 2019	FY	FY	TOTAL
<b>Design- Phase 34</b>	\$ 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
<b>Right of Way- Phase 44</b>	\$ 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
<b>Construction/CEI - Phase 54</b>	\$ 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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<b>Design/Construction/CEI - Phase 54</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$900,000.00
Maximum Department Participation - (Small County Outreach Program)	100% or \$ 900,000.00	% or \$	% or \$	100% 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
<b>II. TOTAL PROJECT COST:</b>	<b>\$900,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$900,000.00</b>

**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.

Kim Evans

District Grant Manager Name

Signature

Date

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**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 NASSAU COUNTY

PROJECT DESCRIPTION: design, construction and CEI for the road reconstruction of Henry Smith Road from CR 108 to US 1.

FPID#: 438178-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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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 and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ 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:** \$900,000.00

\*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 Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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



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**EXHIBIT "E"**

**RECIPIENT RESOLUTION**

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

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Page 1 of 1**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/](http://www.myfloridacfo.com/aadir/reference_guide/).

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## RESOLUTION 2019-

**WHEREAS** the Capital Projects-Transportation Fund will receive Small County Outreach Program (SCOP) funds from the Florida Department of Transportation for the design and construction of Pratt Siding Road from US 1 to Old Dixie Highway (project #PRATT) Financial Project ID 438204-1-54-01 (CM#2671). Total FDOT SCOP funding is \$1,000,000.

**WHEREAS** this revenue was not anticipated in the 2018/2019 budget year for the fund.

**BE IT THEREFORE** resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

### REVENUE

63470541-334498 PRATT	FDOT-SCOP	\$ 1,000,000
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### APPROPRIATION

63470541-563100 PRATT	Road Construction	\$ 567,500
63470541-563358 PRATT	Right-Of-Way-Acquisition	50,000
63470541-563360 PRATT	Constr. Engineer Inspections	150,000
63470541-599900 PRATT	Reserves-CTBCF	<u>232,500</u>
TOTAL APPROPRIATIONS		\$ 1,000,000

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
EX-OFFICIO CLERK

Bl approved 3/25/19

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CM 2671

FPN: <u>438204-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

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 NASSAU COUNTY, ("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:

- 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.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for the road reconstruction of Pratt Siding Road from US 1 to Old Dixie Highway, 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.
- 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 12/31/2021. 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

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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 \$1,000,000. 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 \$1,000,000 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;

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- 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 selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated 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

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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.
- l. 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



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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.

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

- 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

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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

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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 portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

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 on-

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site 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](mailto: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:

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

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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 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 guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

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

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- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- 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:**

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- 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. 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**



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

RECIPIENT NASSAU COUNTY

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Pat Edwards  
Title: Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: District Secretary

Legal Review:

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

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 438204-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

NASSAU COUNTY (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:** Approx. 1.5 miles

**PROJECT DESCRIPTION:** Design, Construction and Construction Engineering and Inspection for the road reconstruction of Pratt Siding Road from US 1 to Old Dixie Highway.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. 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) Design to be completed by December 31, 2019.
- b) Construction contract to be let by October 1, 2020.
- c) Construction to be completed by December 31, 2021.

\* Tme Extension is granted only for circumstances beyond the Agency's control.

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:** Prior to advertisement: 1) signed and sealed plans (electronic, if possible) 2) Engineer's Estimate 3) email verifying CCNA is followed 4) Right of Way, Railroad and Utility Certification

Prior to concurrence: 1) Agency to submit name of lowest responsible / responsive bidder for Department verification  
2) final bid documents 3) Agency's CEI selection

**Deliverables:** Development of design plans and design related activities, Construction related activities and Construction Engineering and Inspection (CEI) related activities. Progress Report submitted with invoice. A field review must be done prior to final reimbursement request processed ensuring that all deliverables have been met in accordance with the contract.

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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

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<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> <u>Nassau County BOCC</u> <u>The Honorable Pat Edwards, Chair</u> <u>96135 Nassau Place, Suite 1</u> <u>Yulee, Florida 32097</u>	<b>FINANCIAL PROJECT NUMBER:</b> <u>438204-1-54-01</u>
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I. PHASE OF WORK by Fiscal Year:	FY 2019	FY	FY	TOTAL
<b>Design- Phase 34</b>	\$ 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
<b>Right of Way- Phase 44</b>	\$ 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
<b>Construction/CEI - Phase 54</b>	\$ 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**  
**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

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<b>Design/Construction/CEI - Phase 54</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$1,000,000.00
Maximum Department Participation - ( <u>Small County Outreach Program</u> )	100% or \$ 1,000,000.00	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable walver 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
<b>II. TOTAL PROJECT COST:</b>	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00

**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.

Kim Evans

District Grant Manager Name

Signature

Date

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**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 NASSAU COUNTY

PROJECT DESCRIPTION: Design, Construction and Construction Engineering and Inspection for road reconstruction of Pratt Siding Road from US 1 to Old Dixie Highway

FPID#: 438204-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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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 and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ 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:** \$1,000,000.00

\*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 Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

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**EXHIBIT "E"**

**RECIPIENT RESOLUTION**

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
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Page 1 of 1**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/](http://www.myfloridacfo.com/aadir/reference_guide/).