

FM# 414746 1

**JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY
REGARDING LOCATION OF WILDLIFE BARRIER WALLS**

This Agreement, hereinafter called the AGREEMENT, entered into this ___ day of _____, 200__, by and between the State of Florida, Department of Transportation, hereinafter called the DEPARTMENT, and Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY wish to cooperate in a Project Development and Environment Study for the Project Planning (Corridor Location), Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with Department procedures to determine the location of wildlife barrier walls on SR 63 (US 27) at Lake Jackson in Leon County, Florida, hereinafter called the PROJECT; and,

WHEREAS, the DEPARTMENT is prepared to reimburse funds in an amount not to exceed *SIXTY THOUSAND and 00/100 DOLLARS* (\$60,000.00) toward the PROJECT; and,

WHEREAS, the PROJECT is in the interest of both the DEPARTMENT and the COUNTY; and,

WHEREAS, by a vote of the COUNTY'S Board of County Commissioners on December 13, 2005, the COUNTY is authorized to enter into this AGREEMENT (see attached copy of COUNTY Resolution).

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Chapter 334, Florida Statutes, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The COUNTY shall provide all services necessary to complete the PROJECT and shall complete the PROJECT no later than fourteen (14) months after the date this AGREEMENT is fully executed by both parties.
3. The COUNTY shall obtain permits (if any) necessary for completion of the PROJECT.

4. The DEPARTMENT shall reimburse the COUNTY for costs directed toward the PROJECT in an amount not to exceed **SIXTY THOUSAND and 00/100 DOLLARS** (\$60,000.00).
5. The DEPARTMENT acknowledges and agrees that the aforesaid reimbursement amount by the DEPARTMENT is available in the current State fiscal year and may be requested by the COUNTY in lump sum.

Reimbursement shall be accomplished as follows:

The COUNTY shall submit invoices (3 copies for each invoice) plus supporting documentation required by the DEPARTMENT to Production Management, 1074 Highway 90, Chipley, FL32428, for approval, processing and payment. The COUNTY shall prepare and submit required invoices to the DEPARTMENT in a format acceptable to the DEPARTMENT. Provided that the COUNTY abides by the terms of this AGREEMENT, **the DEPARTMENT shall reimburse all costs eligible under this AGREEMENT no later than forty-five (45) days following its receipt of proper invoices from the COUNTY.**

5. The total reimbursement by the DEPARTMENT for work performed under this AGREEMENT shall not exceed **SIXTY THOUSAND and 00/100 DOLLARS** (\$60,000.00).
6. The DEPARTMENT shall, no later than twenty-one (21) days following receipt of invoices from the COUNTY, notify the COUNTY of its approval of such invoices. Only those PROJECT costs incurred after the full execution of this AGREEMENT will be deemed eligible for reimbursement by the DEPARTMENT. Travel expenses shall not be eligible for reimbursement. The COUNTY shall submit invoices for fees and other compensation for services or expenses in such detail deemed sufficient by the DEPARTMENT for a proper pre-audit and post-audit thereof.
7. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. This AGREEMENT shall inure to the benefit of the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this AGREEMENT shall continue in full force and effect and be binding upon both the COUNTY and the DEPARTMENT until the PROJECT is completed by the COUNTY and all eligible reimbursements are made by the DEPARTMENT.
9. All reimbursement payments shall be made by the DEPARTMENT by check payable to Leon County, Florida, and shall be delivered on the COUNTY'S behalf to the Capital Region Transportation Planning Agency at 300 South Adams Street, Tallahassee, FL, 32301.

10. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.
11. Records of costs incurred under the terms of this AGREEMENT shall be maintained by the COUNTY and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records of the contractor and subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for the proper audit of costs.
12. The DEPARTMENT may cancel this AGREEMENT for refusal of the COUNTY to allow public access to all documents, papers, letters, or other such material made or reviewed by the COUNTY in conjunction with this AGREEMENT and which may be subject to disclosure pursuant to the provisions of Chapter 119 of the Florida Statutes. The COUNTY shall make provisions in its agreements with its consultants and sub-consultants to terminate for failure to comply with this provision.
13. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bonafide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
14. To the extent allowed by the Laws of Florida, each party hereto hereby agrees to indemnify, defend, save, and hold harmless the other party from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission by the indemnifying party, or its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify a party as a result of its own negligence. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.

15. This AGREEMENT is governed by and construed in accordance with the Laws of the State of Florida.
16. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
17. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (2002) CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
18. The DEPARTMENT'S obligation to make any reimbursement payment under this AGREEMENT is contingent upon an annual appropriation of the Florida Legislature.
19. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE COUNTY:
Capital Region Transportation Planning Agency
300 South Adams Street
Tallahassee, FL 32301

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

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this _____ day of _____, 200__, by its Chairman, being authorized to enter into and execute same by action of the Board of County Commissioners meeting in regular session on the 13th day of December, 2005 (see attached copy of COUNTY Resolution); and the DEPARTMENT has executed this AGREEMENT through its Director of Production for District III, Florida Department of Transportation, this _____ day of _____, 200__.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
BILL PROCTOR, CHAIRMAN

CLERK

Date: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST:

BY: _____
TOMMY BARFIELD
DIRECTOR OF PRODUCTION

AMY PAULK
EXECUTIVE SECRETARY (SEAL)
P.O. Box 607, Hwy. 90E
Chipley, FL 32428

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

COUNTY ATTORNEY'S OFFICE
LEON COUNTY

BY: _____
W. EDWARD IVEY
SENIOR ATTORNEY

HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

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