

FM# 414746 1

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

This Agreement entered into this _____ day of _____, _____, by and between the State of Florida, Department of Transportation, hereinafter called FDOT, and Leon County, Florida, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY wish to cooperate in a study to determine the feasibility of wildlife barrier walls on SR 63 (US 27) at Lake Jackson in LEON County, Florida; and,

WHEREAS, the DEPARTMENT is prepared to reimburse funds in an amount up to **ONE HUNDRED THOUSAND DOLLARS** (\$100,000.00) toward said study, hereinafter referred to as the PROJECT; and,

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

WHEREAS, the COUNTY by a vote of the BOARD OF COUNTY COMMISSIONERS on _____, 2003 has authorized the _____ to enter into this AGREEMENT (see attached copy of COUNTY Commission 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 said PROJECT within 14 months of the date this agreement is entered into by the parties.
3. The COUNTY shall obtain permits (if any) necessary for completion of the PROJECT.

4. The DEPARTMENT agrees to reimburse the COUNTY for costs directed toward the PROJECT up to the amount of **ONE HUNDRED THOUSAND DOLLARS** (\$100,000.00).
5. The aforesaid contribution by the DEPARTMENT is available in the current State fiscal and may be requested by the COUNTY in lump sum.

Reimbursement will 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, Fl.32428, 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 the costs agreed to in this Agreement within 45 days following receipt of proper invoices from the COUNTY.

5. The DEPARTMENTS total PROJECT contribution provided for work performed under this AGREEMENT shall not exceed **ONE HUNDRED THOUSAND DOLLARS** (\$100,000.00).
6. The DEPARTMENT shall have twenty one (21) days to approve any invoice submitted by the COUNTY. PROJECT costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the AGREEMENT. Travel expenses are not authorized in this AGREEMENT. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient 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. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding upon both the COUNTY and the DEPARTMENT until the PROJECT is completed and appropriate reimbursements are made.
9. The DEPARTMENT shall make payment(s) by check payable to LEON COUNTY, FLORIDA, and forward payment(s) to

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 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 material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the COUNTY in conjunction with this AGREEMENT and 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, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the parties 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 DEPARTMENTS obligation to pay under this section 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 OF LEON

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 _____, 2003, by its _____, being authorized to enter into and execute same by action of the COUNTY COMMISSION meeting in regular session on the 23rd day of September, 2003 (*a copy of the County Resolution is attached hereto*); and the DEPARTMENT has executed this Agreement through its Director of Production for District III, Florida Department of Transportation, this _____ day of _____, 2003.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
TONY GRIPPA, CHAIRMAN

CLERK

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
GENE MARTIN
DIRECTOR OF PRODUCTION

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

APPROVED AS TO FORM:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM:
County Attorney's Office
Leon County

BY: _____
W. EDWARD IVEY
SENIOR ATTORNEY

HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY