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Board of County Commissioners Agenda Request 11

Date of Meeting: February 24, 2004

Date Submitted: February 18, 2004

To: Honorable Chairman and Members of the Board

From: Kostrzewa, Acting Executive Director, Tallahassee-Leon County MPO

Subject: Approval of Agreement and Hourly-Rate Schedule with Kimley-Horn and Associates for the Lake Jackson Ecopassage Feasibility Study and Approval of an Amendment to the Joint Project Agreement with the Florida Department of Transportation for the Lake Jackson Ecopassage Project.

Statement of Issue:

This item seeks Board approval of an Agreement and Hourly-Rate Schedule with Kimley-Horn and Associates (KHA) for the Lake Jackson Ecopassage Feasibility Study (Attachment #1) and approval of an Amendment to the Joint Project Agreement (JPA) with the Florida Department of Transportation (FDOT) (Attachment #2), and approval of a Resolution and associated Budget Amendment Request (Attachment #3).

Background:

In 2002, Matt Aresco, a biology student from Florida State University, appeared before the Board, requesting that action be taken to preserve wildlife along the North Monroe Street corridor between Clara Kee Boulevard and Old Bainbridge Road. Mr. Aresco stated there was an increasing number of animal deaths along this corridor, as a result of years of historic migratory routes being impeded by the physical location of North Monroe Street (US 27).

At the April 22, 2003, regular meeting, the Board approved the following:

- The Lake Jackson Ecopassage Feasibility Study Scope-of-Services.
- Waived the pre-release review of the Request for Proposals (RFP).

At the September 23, 2003 regular meeting, the Board approved the following:

- Authorized staff to negotiate a contract with KHA to conduct a corridor study for the Lake Jackson Ecopassage Feasibility Study and authorized the Chairman to execute the contract.
- Authorized the Chairman to execute the JPA between FDOT and Leon County.
- The Resolution and associated Budget Amendment Request for \$100,000.

Analysis:

Since September 23, 2003, the Metropolitan Planning Organization (MPO) staff has met with KHA on several occasions to discuss and develop the hourly-rate schedule and negotiate an Agreement for the Lake Jackson Feasibility Study. The negotiated amount with KHA is \$123,838. The proposed Agreement, with the recommended hourly-rate schedule, is included as Attachment #1.

The original amount of funding appropriated by FDOT for this project was \$100,000 (Attachment #4). Concurrent to Scope of Services negotiations with KHA, MPO staff was able to obtain an additional \$25,000 from FDOT for the Ecopassage project - for a total amount of \$125,000. An Amendment to the JPA and a Resolution and associated Budget Amendment Request are needed to reflect the \$25,000 increase in the Ecopassage Project budget (Attachment #3).

Options:

1. Approve the Agreement and Hourly-Rate Schedule with Kimley-Horn and Associates for the Lake Jackson Ecopassage Feasibility Study and authorize the Chairman to execute.
2. Approve the Amendment to the Joint Project Agreement with Florida Department of Transportation for the Lake Jackson

Ecopassage Project and authorize the Chairman to execute.

3. Approve the Resolution and associated Budget Amendment Request.

4. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. [Agreement and Hourly-Rate Schedule with Kimley-Horn and Associates for the Lake Jackson Ecopassage Feasibility Study.](#)

2. [Amendment to the Joint Project Agreement with FDOT](#)

3. [Resolution and Associated Budget Amendment Request](#)

4. [Joint Project Agreement](#)

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AGREEMENT

THIS AGREEMENT dated this 10th day of February, 2004, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and KIMLEY-HORN AND ASSOCIATES, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive proposals from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: To address the wildlife mortality, habitat fragmentation, and traffic safety concerns, the Florida Department of Transportation (FDOT) has provided the funding to prepare a Lake Jackson Ecopassage Feasibility Study (hereafter known as Feasibility Study) to lay the groundwork (including conceptual plans) for the development of an ecopassage where North Monroe Street (US 27) crosses the Lake Jackson basin.

The end product of this project will provide the necessary documentation to the FDOT and Federal Highway Administration, that ensures this project complies with all Florida and Federal codes and regulations as they pertain to environmental, transportation, and public involvement. The project will require coordination between several Federal, State and local agencies and departments to adequately address the needs of all interested parties to the fullest extent possible in accordance with the plans and specifications for Leon County Proposal number BC-07-01-03-47.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the proposal specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Agreement shall be completed within (360) three-hundred sixty consecutive calendar days of the Notice to Proceed. If the work to be performed under this Agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the agreement.

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4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County according to the payment schedule as negotiated with the MPO. The payment schedule being Attachment A of this agreement for a total sum not to exceed \$123,838 on completion of the work and acceptance of it as satisfactory.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services once approved by the Executive Director of the MPO.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors. The cost of such insurance shall be included in the Contractor's proposal.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

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- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other

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reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. INDEMNIFICATIONS

The Contractor agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract.

The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

11. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

12. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.

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- c. Upon completion or termination of the agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

13. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this agreement for cause.

14. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

16. PROHIBITION AGAINST CONTINGENT FEES

The Architect (or registered surveyor and mapper or professional, as applicable) engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or other) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the architect any fee, commission, percentage, gift, or other

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consideration contingent upon or resulting from the award or making of this agreement.

17. NON-WAIVER

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. REVISIONS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of this proposal, Contractor shall obtain the prior written consent of the County.

19. VENUE

Venue for all actions arising under this agreement shall lie in Leon County, Florida.

20. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

AGREEMENT BETWEEN LEON COUNTY AND KIMLEY-HORN AND ASSOCIATES
BC-07-01-03-47

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

Lake Jackson Ecopassage Fees- Kimley-Horn and Associates, Inc.

Activity	Project Manager		Project Engineer/Planner		Senior Designer		Engineering Analyst		CAD Technician		Project Technician		Administrative Clerical		Total Hours	Total Fees	Assumptions
	Man-Hours	Fee	Man-Hours	Fee	Man-Hours	Fee	Man-Hours	Fee	Man-Hours	Fee	Man-Hours	Fee	Man-Hours	Fee			
Task 1: Goals and Objectives																	
1.1: Feasibility Study Goals and Objectives/Staff Meeting	3	\$447	0	\$0	0	\$0	6	\$534	0	\$0	0	\$0	4	\$212	13	\$1,193	TLH Room
1.2: Feasibility Study Goals and Objectives Report	2	\$298	2	\$238	0	\$0	6	\$501	0	\$0	0	\$0	2	\$108	19	\$1,443	
Task 2: Public Involvement																	
2.1: Focus Workshop	6	\$894	12	\$1,428	0	\$0	12	\$1,058	0	\$0	4	\$216	6	\$318	40	\$3,924	
2.2: Community Meeting	6	\$684	12	\$1,428	0	\$0	18	\$1,602	0	\$0	0	\$0	6	\$420	44	\$4,348	
2.3: Lake Jackson Ecopassage Advisory Group Meetings (8)	16	\$2,304	0	\$0	0	\$0	4	\$356	0	\$0	0	\$0	2	\$108	22	\$2,046	
2.4: Newsletters (2)	8	\$1,192	2	\$238	0	\$0	24	\$2,136	0	\$0	12	\$648	2	\$108	46	\$4,430	
2.6: CE coordination Meeting with FDOT	6	\$894	24	\$2,856	0	\$0	0	\$0	0	\$0	0	\$0	2	\$108	32	\$3,056	
Task 3: Historical and Existing Conditions Database																	
3.1: Characterization of Historical Conditions & Changes	1	\$149	12	\$1,428	0	\$0	6	\$534	0	\$0	0	\$0	2	\$108	21	\$2,217	
3.2: Characterization of Existing Conditions	1	\$149	12	\$1,428	0	\$0	6	\$534	0	\$0	0	\$0	2	\$108	21	\$2,217	
3.3: GIS Analysis	2	\$298	2	\$238	0	\$0	40	\$3,560	0	\$0	0	\$0	2	\$108	46	\$4,202	
3.4: Identify Additional Studies	4	\$594	6	\$714	0	\$0	6	\$534	0	\$0	0	\$0	2	\$108	18	\$1,950	
3.5: Historical and Existing Conditions Database	6	\$894	9	\$1,071	0	\$0	24	\$2,136	0	\$0	4	\$216	2	\$108	45	\$4,423	
Task 4: Analysis of Stresses, Opportunities and Constraints																	
4.1: Physical, Social and Economic Conditions	6	\$894	2	\$238	0	\$0	18	\$1,602	0	\$0	0	\$0	2	\$108	28	\$2,840	
4.2: Environmental Resources	6	\$894	9	\$1,071	0	\$0	24	\$2,136	0	\$0	0	\$0	2	\$108	41	\$4,207	
4.3: Land Use and Public Access	6	\$894	1	\$119	0	\$0	9	\$801	0	\$0	0	\$0	2	\$108	18	\$1,920	
4.4: Opportunities and Constraints Report	6	\$894	9	\$1,071	0	\$0	45	\$4,005	0	\$0	0	\$0	6	\$318	66	\$6,288	
Task 5: Identification of Potential Enhancement Alternatives																	
5.1: Alternatives Consistent & Preferred Alternative Document	6	\$894	10	\$1,190	0	\$0	35	\$3,115	6	\$450	0	\$0	4	\$212	61	\$5,861	Alternatives
Task 6: Recommendations for Enhancement Protection																	
6.1: Recommended Wetlands and Habitat Enhancements Measures	6	\$894	9	\$1,071	16	\$1,504	6	\$534	16	\$1,200	0	\$0	2	\$108	55	\$5,309	Concept Drawing
6.2: Environmental Compliance & Permitting Issues	6	\$1,192	6	\$682	0	\$0	24	\$2,136	0	\$0	0	\$0	1	\$53	41	\$4,333	
6.3: Implementation Strategy	16	\$2,062	12	\$1,428	0	\$0	20	\$1,790	0	\$0	0	\$0	1	\$53	51	\$5,043	
Task 7: Lake Jackson Ecopassage Feasibility Study																	
7.1: Prepare Draft of Lake Jackson Ecopassage Feasibility Study	10	\$1,490	20	\$2,380	0	\$0	60	\$5,340	24	\$1,800	0	\$0	16	\$848	130	\$11,858	
7.2: Prepare Final Lake Jackson Ecopassage Feasibility Study	6	\$894	4	\$478	0	\$0	15	\$1,335	2	\$150	0	\$0	12	\$636	39	\$3,491	
Task 8: Project Management																	
Task 1: Project Management	2	\$298	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$212	6	\$510	
Task 2: Project Management	2	\$298	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$212	6	\$510	
Task 3: Project Management	2	\$298	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$212	6	\$510	
Task 4: Project Management	2	\$298	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$212	6	\$510	
Task 5: Project Management	2	\$298	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$212	6	\$510	
Task 6: Project Management	2	\$298	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$212	6	\$510	
Task 7: Project Management	2	\$298	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$212	6	\$510	
Column Totals	163	\$22,797	177	\$21,063	16	\$1,564	411	\$36,679	40	\$3,000	20	\$1,080	112	\$5,936	837	\$92,669	9 Month Schedule

BRM	Lump Sum	\$2,500
Ashton & Ashton	Lump Sum	\$21,040
Sign Printers	Lump Sum	\$400
	Sub-total	\$116,489
	Allocation	\$4,427
	Computer	\$2,912
	Total Lump Sum Amount	\$123,838
		3.8% of Subtotal
		2.5% of Subtotal

AMENDMENT
OF
JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY

This Amended 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, hereinafter called the COUNTY.

It is hereby agreed between DEPARTMENT and COUNTY that the first sentence of Item 4. of this Agreement entered into by the parties on the 11th day of December, 2003 and concerning the feasibility study for wildlife barrier walls on SR 63 (US 27) at Lake Jackson in LEON County, Florida be amended to read as follows:

4. The DEPARTMENT agrees to reimburse funds to the COUNTY for costs directed toward the PROJECT up to the amount of ***ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00)***:

All other provisions contained in the Joint Project Agreement shall remain unaltered, and in full force and effect. (end of amending language)

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the COUNTY has caused this Joint Project Agreement to be executed in its behalf this ____ day of _____, 200_, by its _____, by its Chairman, being authorized to enter into and execute same by action of the COUNTY COMMISSION meeting in regular session on the ____ day of _____, 200_ (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 _____, 200_.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
JANE SAULS, CHAIRMAN

CLERK (SEAL)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
JAMES T. BARFIELD
DIRECTOR OF PRODUCTION

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:

BY: _____
W. EDWARD IVEY
SENIOR ATTORNEY

BY: _____
HERBERT W.A. THIELE
COUNTY ATTORNEY

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2003/04; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto as Attachment ____ and incorporated herein by reference.

Adopted this 24th day of February, 2004.

Leon County, Florida

by: _____
Jane G. Sauls, Chairman
Board of County Commissioners

Attest: Bob Inzer, Clerk of the Court
Leon County, Florida

by: _____

Approved as to Form:
Leon County Attorney's Office

by: _____
Herbert W. A. Thiele, Esq.
County Attorney

2004

DEPARTMENTAL BUDGET AMENDMENT REQUEST FORM

DATE: February 18, 2004

COUNTY ADMINISTRATOR: _____

AGENDA DATE: February 24, 2004

AGENDA ITEM #: _____

MANAGEMENT & BUDGET DIRECTOR:

- DEPARTMENT: Legislative Administrative
 Public Services
 Community Development
 Management Services
 Public Works
 Other

[Handwritten signature]
 2/18/04 for Alan Rosenberg

PROGRAM DIRECTOR: *[Handwritten signature]*

GROUP DIRECTOR: _____

Account Number <small>(Fund-Org-Object-Program)</small>	Account Description	Increase Revenue <small>Decrease Appropriation</small>	<input checked="" type="checkbox"/> X <small>Decrease Revenue Increase Appropriation</small>
125-916015-334390-000	DOT Transportation Grant	25,000	
125-916015-53100-515	DOT Wildlife Barrier Wall Professional Services		25,000
Total		25,000	25,000

Explanation:
 Feasibility study regarding wildlife barrier walls on SR 63 at Lake Jackson.

Approved By: Board of County Resolution
 Commissioners Motion
 County Administrator (Routine)

FM# 414746 1

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

This Agreement entered into this 11th day of December, 2003, by and between the State of Florida, Department of Transportation, hereinafter called the DEPARTMENT, 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 September 23, 2003 has authorized the COUNTY 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 the Metropolitan Planning Organization 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 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
Metropolitan Planning Organization
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 4 day of Nov, 2003, by its Chairman, 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 11th day of December, 2003.



LEON COUNTY, FLORIDA

BY: [Signature]
TONY GRIPPA, CHAIRMAN *Chairman*

ATTEST:
[Signature]
CLERK

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
TOMMY BARFIELD
DIRECTOR OF PRODUCTION

ATTEST:
[Signature]
AMY PAULK
EXECUTIVE SECRETARY (SEAL)
P.O. Box 607, Hwy 90E
Chipley, Fl 32428

APPROVED AS TO FORM:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
W. EDWARD IVEY
SENIOR ATTORNEY

APPROVED AS TO FORM:
County Attorney's Office
Leon County
[Signature]
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

RESOLUTION NO. BAR 03-171

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2003; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 23rd day of September, 2003.



Leon County, Florida

by: James G. Saule, Vice Chairman
Tony Grippa, Chairman
Board of County Commissioners

Attest: Bob Inzer, Clerk of the Court
Leon County, Florida

by: [Signature]

Approved as to Form:
Leon County Attorney's Office

by: [Signature]
Herbert W. A. Thiele, Esq.
County Attorney

CLERK CIRCUIT COURT
BOB INZER
FINANCE DIVISION
03 OCT 14 AM 10:03
RECEIVED