

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), and the Nassau County Board of County Commissioners ("Agency").

-RECITALS-

- 1. The parties mutually agree that it is in their best interest to construct signalization improvements on SR A1A / SR 200 at Commerce Boulevard, more particularly described in **Exhibit A (Scope of Services)**, which is to be conducted in Nassau County, Florida ("Project Area"); and
- 2. The Department is the fee simple owner of SR A1A / SR 200; and
- 3. The Department shall fund the Project; and
- 4. The Department's ability to fund the Project is wholly contingent on appropriation of funds to the Department; and
- 5. The Agency shall construct the Project; and
- 6. The Agency, by Ordinance/Resolution No. 2013-75, a copy of which is attached and incorporated herein by reference, has authorized its officers to execute this Agreement on its behalf.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

ATTACHMENTS: Exhibit(s) A, B & 1 are attached and made a part of this Agreement.

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The Agency shall complete construction of the Project on or before **June 30, 2015**. If the Agency 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 Agency 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 expiration date of this agreement will not be reimbursed by the Department."

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall 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.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT FUNDING AND AUDITS

A. The Department's maximum participation shall match the Agency's expenditures up to an amount not to exceed **\$250,000.00** (Two hundred fifty thousand dollars) "Maximum Participation Amount". The Agency agrees to bear all expenses in excess of the Department's maximum participation of **\$250,000.00** (Two hundred fifty thousand dollars) as outlined in **Exhibit "B" (Schedule of Funding)** and any deficits involved.

1. The Agency shall submit all invoices to Kim Evans, Local Programs Coordinator, MS 2014, 1109 South Marion Avenue, Lake City, Florida 32025 for payment to the Department immediately upon receipt.

2. The Parties agree that at such time as the Department has expended its Maximum Participation Amount, the Agency shall bear all expenses in excess of the Maximum Participation Amount from that point forward.

B. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit. Recipients of federal and state funds are to have audits done annually using the following criteria:

1. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency, as outlined in **Exhibit "1"**, attached hereto.

2. In the event that a recipient expends five hundred thousand and no/100 dollars (\$500,000.00) or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General.

3. If a recipient expends less than five hundred thousand and no/100 dollars (\$500,000.00) in State awards during its fiscal year, an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General is not required. If a recipient expends less than five hundred thousand and no/100 dollars (\$500,000.00) in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, the cost of the audit must be paid from non-State funds.

4. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does 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 other state official.

5. Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be submitted to the awarding Department office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate Department office no later than 9 months after the end of the recipient's fiscal year.

6. The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

7. RECORDS RETENTION: The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

8. MONITORING: In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

9. The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be sent to:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

The Department at the following address:

Department of Transportation
District PLEMO Office – MS 2007
Attn: Jordan L. Green, P.E., Rural Area Transportation Development Engineer
1109 South Marion Avenue
Lake City, Florida 32052

8. VENDOR'S RIGHTS

A. Agencies providing goods and services ("Deliverables") to the Department should be aware of the following time frames. Upon receipt, the Department has twenty (20) working days to inspect and approve the Deliverables, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

B. 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 Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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.

C. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractor/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

9. PLACEMENT ON CONVICTED VENDOR LIST

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.

10. COMPLETION OF THE PROJECT

A. If the Agency abandons or, before completion, discontinues the Project, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

B. Upon final payment to the contractor for the entire Project, the Agency shall, within one hundred eighty (180) days, furnish the Department with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited. Records of costs incurred under 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, or 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.

11. CONTRACTING WITH THIRD PARTIES

Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract with any third party with respect to the Project or obligate itself in any manner requiring the disbursement of Department funds without the prior written approval of the Department. Failure to obtain such prior written approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any contractor and to approve or disapprove the employment of the same.

12. ACCESS TO RECORDS

A. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

B. The Agency shall make the project records available to the Department for inspection and shall require its consultants to permit the Department's authorized representatives to inspect all work, payrolls, records, and to audit the books, records and accounts pertaining to the financing, development and construction of the Project.

13. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Execution of this Reimbursement Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred as a result of such non-compliance.

14. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's acts or omissions ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for the Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the City. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

16. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

17. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

18. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

19. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

20. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

21. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

22. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

23. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

25. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

26. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

27. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

28. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

29. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

30. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

31. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

32. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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 which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

SIGNATURES ON FOLLOWING PAGE

Financial Project No.: 434015-1-58-01
Catalog of State Financial Assistance No.: 55.023

IN WITNESS WHEREOF, the COUNTY has caused this Agreement, consisting of eleven (11) pages, to be executed in its behalf this 20th day of November, 2013, by the Nassau County Board of County Commissioners, authorized to enter into and execute same by Ordinance/Resolution Number 2013-75 of the Board on the 13th day of May, 2013, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 2nd day of January, 2014.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST: [Signature] (SEAL)
CLERK

BY: [Signature]
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: [Signature] (SEAL)
EXECUTIVE SECRETARY

BY: [Signature]
DISTRICT SECRETARY
DISTRICT 2



Legal Review:

[Signature]

Availability of Funds
Approval:

(Date)

Approved as to form by the
Nassau County Attorney:

[Signature]
David A. Hallman

**EXHIBIT A
SCOPE OF SERVICES**

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida Department of Transportation and the Nassau County Board of County Commissioners dated January 2, 2014

PROJECT LOCATION:

The project is located on SR A1A at Commerce Boulevard in Nassau County, Florida.

PROJECT DESCRIPTION:

The project consists of signalization improvements on SR A1A at Commerce Boulevard in Nassau County, Florida.

AGENCY RESPONSIBILITIES:

- The Agency is required to provide a copy of 30,60,& 90% design plans for the Department's review and approval.
- If Right of Way is required contact our Right of Way Department as soon as right-of-way needs are identified. A Certification for Right of Way will be required prior to advertising for construction.
- The Agency is required to coordinate permitting with the Department.
- The Agency must have Department concurrence prior to advertising for construction services.
- The Agency shall commence the PROJECT activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:
 - a) Design to be completed on or before March 31, 2014.
 - b) Construction contract to be let on or before September 1, 2014.
 - c) Construction to be completed on or before June 30, 2015.

If this schedule cannot be adhered to, notify the Department, in writing, with a revised schedule or the project is subject to the withdrawal of Department funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 months, or
- No contract activity for 18 months.

The Honorable Daniel Leeper, Chair
 Nassau County Board of County
 Commissioners
 76347 Veteran's Way, Ste. 456
 Yulee, Florida 32097

STATE OF FLORIDA DEPARTMENT
 OF TRANSPORTATION
**REIMBURSEMENT AGREEMENT
 SCHEDULE OF FUNDING
 EXHIBIT B**

Financial Project ID: 434015-1-58-
 01
 Contract Number:

PROJECT DESCRIPTION

Name: SR A1A / SR 200
 Termini: at Commerce Boulevard
 Description of Work: Signalization Improvements

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0)	(3) STATE & FEDERAL FUNDS (100%)
Design			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Design Cost	_____	_____	_____
Right of Way			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Right of Way	_____	_____	_____
Cost			
Construction			
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
<u>2011-2012</u>	_____	_____	_____
<u>2012-2013</u>	_____	_____	_____
<u>2013-2014</u>	\$ 250,000.00	_____	\$ 250,000.00
Total Construction	_____	_____	_____
Costs	\$ 250,000.00	_____	\$ 250,000.00
Construction Engineering and Inspection			
<u>2013-2014</u>	_____	_____	_____
<u>2014-2015</u>	_____	_____	_____
<u>2015-2016</u>	_____	_____	_____
<u>2016-2017</u>	_____	_____	_____
Total Construction	_____	_____	_____
Costs	_____	_____	_____
Total Cost of Project	\$ 250,000.00	_____	\$ 250,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT 1

STATE AGENCY: FDOT

CSFA #: 55.023

TITLE: State Highway Project Reimbursement (RBA)

AMOUNT: \$250,000.00

COMPLIANCE REQUIREMENTS:

Allowed Activities:

Project costs must be incurred subsequent to agreement execution (contract provision). Project scope of services identifies the types of work that are eligible for reimbursement (contract provision).

Allowable Cost:

Identified in the contract document up to a lump sum or maximum limiting amount.

Eligibility:

Project must be on the State Highway System.

Matching:

Not applicable.

RESOLUTION NO. 2013- 75

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND NASSAU COUNTY PERTAINING TO THE LOOP ROAD PHASE IV PROJECT IN NASSAU COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, the State of Florida Department of Transportation (the "DEPARTMENT") has selected the Nassau County (the "AGENCY") project titled Loop Road Phase IV (the "PROJECT") for the DEPARTMENT funding and construction; and

WHEREAS, the DEPARTMENT has the authority, under Sections 339.08(e) and 339.12, Florida Statutes, to enter into the Joint Participation Agreement for the purpose of funding the construction of the PROJECT with the AGENCY; and

WHEREAS, the DEPARTMENT is willing to fund the PROJECT under Financial Project No. FM 434015-1; and

WHEREAS, the parties desire to enter into the Joint Participation Agreement, the form thereof being attached hereto bearing Financial Project No. FM 434015-1.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AS FOLLOWS:

Section 1. On behalf of the AGENCY, the Board of County Commissioners of Nassau County, Florida (the "BOARD"), does hereby approve the entry by the AGENCY into the Joint Participation Agreement bearing the DEPARTMENT Financial Project No. FM 434015-1.

Section 2. The Board's Chairman and the Ex-Officio Clerk are hereby authorized and directed to execute this resolution and each original of the Joint Participation Agreement without delay. Further, the Ex-Officio Clerk is hereby directed to cause a certified copy of this resolution to be attached to each original of the Joint Participation Agreement, and to cause each original of the Joint Participation Agreement fully executed on behalf of the AGENCY to be delivered to the DEPARTMENT forthwith.

A CERTIFIED TRUE COPY
John H. Crawford, Ex-Officio Clerk
By: Brenda D. Brumfield, D.C.
EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

Section 3. The County Manager, on behalf of the Board of County Commissioners, is authorized to enter into and sign any other documents as may be necessary including any Supplemental Joint Participation Agreements for the purpose of scope changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

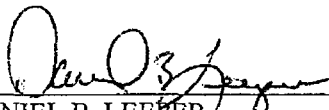
Section 4. The County Manager, on behalf of the Board of County Commissioners, is authorized to sign requests for Contract time Extension(s), as may be required in support of the project.

Section 5. The County Manager shall include in his monthly report to the Board of County Commissioners any Supplemental Joint Participation Agreement(s) or Contract Time Extensions executed related to the Joint Participation Agreement in order for the action to be recorded in the official minutes.

Section 6. This resolution shall become effective immediately upon its adoption.

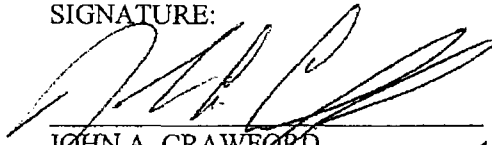
DULY ADOPTED this 13th day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



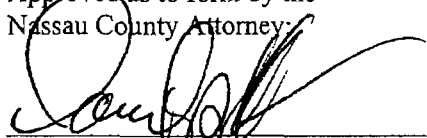
DANIEL B. LEEPER
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
07.09.13

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN



Florida Department of Transportation

1109 South Marion Avenue
Lake City, FL 32025-5874

RICK SCOTT
GOVERNOR

ANANTH PRASAD, P.E.
SECRETARY

January 3, 2014

The Honorable Daniel Leeper, Chair
Nassau County Board of County Commissioners
76347 Veteran's Way, Ste. 456
Yulee, Florida 32097

**Subject: Reimbursement Agreement
Signalization Improvements on SR A1A / SR 200
at Commerce Boulevard
Financial Project ID: 434015-1-58-01**

2014 JAN -6 P 12:06
RECEIVED
NASSAU COUNTY
ENGINEERING SERVICES
DEPARTMENT

Dear Chair Leeper:

Enclosed for your files is a fully executed copy of the Reimbursement Agreement for signalization improvements on SR A1A / SR 200 at Commerce Boulevard in Nassau County, Florida.

The County must provide a set of signed and sealed plans and scope of service for Department's review and approval prior to the Department giving authorization to advertise.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that Nassau County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (\$250,000.00).

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7533.

Sincerely,

Kathy Thomas, P.E.
District Two Program Management Engineer

KT:ke
Enclosures

CC: Mr. Jonathan Page, P.E., Nassau County Engineering Services