



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 6, 2022

Ms. Kim Applewhite, City Clerk
City of Marianna
Post Office Box 936
Marianna, Florida 32447

**RE: Memorandum of Agreement with City of Marianna
3-Year Term - October 1, 2022, through September 30, 2025**

Dear Ms. Applewhite:

Enclosed are four (4) originals of a Memorandum of Agreement between the City of Marianna and the Florida Department of Transportation. If your city desires to enter into this agreement with the Department, please execute and seal each original and return all copies to this office, along with the Resolution covering this work. Final execution of this agreement is contingent upon funding.

Please return your executed agreements to our office by July 1, 2022. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible.

We appreciate your assistance in executing this agreement. When final execution is accomplished, an original will be forwarded to you for your records. If you have any questions, please feel free to call Amanda Ramsey, Senior Contracts Manager toll-free at 1-888-638-0250, extension 1727 or via e-mail at GeriAmanda.Ramsey@dot.state.fl.us.

Sincerely,

Amanda Ramsey/Shel Miller

Amanda Ramsey
Senior Contracts Manager

Enclosure

cc: Mr. Timothy Hendrix, Ms. Brenda Green, Ms. Kristi Patterson

CONTRACT NO. _____
FINANCIAL PROJECT NO. 42378227847
F.E.I.D. NO. 596000370025

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the City of Marianna, a political subdivision of the State of Florida, existing under the Laws of Florida, "Agency". The Department and the Agency are sometimes referred to in this Memorandum as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 4 lane (S.R. 10 (U.S. 90), S.R. 73/166 & S.R. 276) highway facilities outlined in Exhibit "B" (Locations) attached hereto and incorporated by reference herein, within the corporate limits of the Agency; and

WHEREAS, the Agency is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, edging and litter removal.

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.;" and

WHEREAS, the Agency by Resolution No. _____ dated _____, 2022, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The Agency shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "A Guide for Roadside Vegetation Management" (2012).
 - B. Edging to eliminate excess growth of grass and/or vegetation along all curbs and sidewalks.
 - C. Removal of all litter and debris from within the limits of the highway rights-of-way.

The above-named functions to be performed by the Agency shall be subject to a minimum of three (3) random visual inspections by the DEPARTMENT during each quarter. Visual inspections will verify the items in paragraph 1 are properly maintained within the limits as shown in Exhibit "B". Visual inspections include, but are not limited to, visually confirming that the areas identified in Exhibit "B" are maintained pursuant to the requirements listed in Paragraph 1. Such inspection findings will be shared with the Agency and shall be the basis of all decisions regarding payment reduction, reworking, or agreement termination.

2. If at any time after the Agency has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT that the limits of Exhibit "B" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the DEPARTMENT will issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of Ms. Kim Applewhite, City Clerk, Post Office Box 936, Marianna, Florida 32447 to place said Agency, on notice thereof. Thereafter, the Agency shall have a period of fifteen (15) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT will maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the Agency's quarterly payment.
3. It is understood between the Parties hereto that the maintenance items listed in Paragraph 1 covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened,

altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The Agency shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.

4. The DEPARTMENT agrees to pay to the Agency quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$ 6,043.65 per quarter for a total sum of \$ 72,523.80 for three years.
 - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
 - (c) Prior to each quarterly payment, the Agency shall provide a completed copy of the form as shown in Exhibit A demonstrating completion of the maintenance responsibilities required by the terms and conditions of this Agreement.
 - (d) 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 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, together with supporting documents and records, of the Agency and all subcontractors performing work, and all other records of the Agency and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
 - (a) By the DEPARTMENT if the Agency fails to perform its duties under Paragraph 2, following ten (10) days written notice of termination.
 - (b) By the DEPARTMENT, for refusal by the Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Agency in conjunction with this agreement.
 - (c) By either Party following sixty (60) calendar days written notice.
 - (d) By both Parties, thirty (30) calendar days following the complete execution by both Parties, of an agreement to terminate this agreement.
6. The term of this Agreement commences on October 1, 2022 and continues thru September 30, 2025.
7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.
8. This writing embodies the entire Agreement and understanding between the Parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
9. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the Parties hereto.

10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., 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 vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for 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.

11. This Agreement may not be assigned or transferred by the Agency in whole or in part without consent of the DEPARTMENT.
12. 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.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
14. Travel expenses are not authorized under this Agreement.
15. The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The Agency shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
17. The Agency and the DEPARTMENT agree that the Agency, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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.

19. The effective date of this Agreement shall be the latest date on which either Party executes this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below.

CITY OF MARIANNA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____
District Secretary for District Three

NAME: _____

DATE: _____

TITLE: _____

DATE: _____

ATTEST: _____ (Seal)

ATTEST: _____ (Seal)
Executive Secretary

LEGAL REVIEW:

Office of the General Counsel

EXHIBIT "A"
THE CITY OF MARIANNA
(MAINTENANCE ACTIVITIES REPORT)

| Activity Number | Activity |
|------------------------|-----------------------------|
| 484 | INTERMEDIATE MOWING |
| 485 | SMALL MACHINE MOWING |
| 541 | LITTER REMOVAL |
| 545 | EDGING |

Contract Number: _____

Service Period: From _____ To _____

| ACTIVITY No. | MONTH | WORK BEGIN | WORK END |
|---------------------|--------------|-------------------|-----------------|
| 484 | 1 | | |
| | 2 | | |
| | 3 | | |
| 485 | 1 | | |
| | 2 | | |
| | 3 | | |
| 541 | 1 | | |
| | 2 | | |
| | 3 | | |
| 545 | 1 | | |
| | 2 | | |
| | 3 | | |

Agency Representative Signature: _____

EXHIBIT "B" LOCATIONS

SITES:

1. SR 10 (US 90) COUNTY SECTION NUMBER 53010, FROM WEST CITY LIMITS (M.P. 11.671) EAST TO SR 73/166 (M.P. 14.076) (END OF COUNTY SECTION).
Total Miles = 2.405.
2. SR 10 (US 90) COUNTY SECTION NUMBER 53020, FROM BEGIN OF COUNTY SECTION (M.P. 0.000) (SR 73/166) EAST TO EAST CITY LIMITS (M.P. 0.811).
Total Miles = 0.811.
3. SR 73/166 COUNTY SECTION NUMBER 53120, FROM SOUTH CITY LIMITS (M.P. 14.889) NORTH TO NORTH CITY LIMITS (M.P. 17.295). Total Miles = 2.406.
4. SR 276 COUNTY SECTION NUMBER 53110, FROM SOUTH CITY LIMITS (M.P. 6.594) NORTH TO SR 10 (US 90) (M.P. 9.950) (END OF COUNTY SECTION). Total Miles = 3.356