

ADDENDUM #1

HIGHWAY 79 CORRIDOR AUTHORITY

RFQ 19-1

GENERAL MANAGEMENT SERVICES

DATE: March 5, 2019

In response to the below-listed questions received by the Authority in reference to RFQ 19-1 for General Management Services, the Authority offers the following responses (answers are in **red**):

FOUNDING DOCUMENTS

- The Authority website contains founding documents and meeting minutes related to the planning committee, but not for the Authority itself. Are the documents creating the Authority, and its meeting minutes available?

The Authority's founding documents are not currently available online. As described in the RFQ, it is anticipated that the General Manager will assist the Authority with the creation of a website in the future which will contain the founding documents and other information and materials related to the Authority. Attached as Exhibit A to this Addendum is the Authority's founding document, an interlocal agreement between the City of Bonifay, Holmes County, and Washington County.

BOARD MEMBERS & MEETINGS

- How often does the Authority's Board plan to meet? (Monthly? Quarterly? Other?)

The Authority currently holds regular meetings on a monthly basis. At this time, it is anticipated that this meeting schedule will continue moving forward. However, changes to the meeting schedule are within the discretion of the Authority Board of Directors.

- How many Board Members are there?

3

- Do the Board Members have to meet physically in one location? Or are video conference meetings acceptable?

The Board must meet physically in one location. Holding public meetings via video conference is not possible, as the Authority does not meet the qualifications necessary to utilize section 163.01(18), F.S.

BUDGET AND FUNDING SOURCES

- Does the Authority have an adopted budget?

The Authority does not currently have an adopted budget.

- Does the Authority have a funding source for the services being sought beyond the secured grant funding?

The Authority does not currently have other funding for the services contemplated within this RFQ aside from the existing grants. However, the Authority's planning documents, including the Activation Playbook attached hereto as Exhibit B, call for certain revenue sharing agreements between the Authority and the host governments. The Authority is currently in the process of negotiating such revenue sharing agreements, and it is anticipated that once they are in place, these agreements will provide an alternative revenue stream to the Authority.

- Within the grant funding sources indicated, is there a budget available for personnel/admin/management which indicates line item breakout of planned expenses?
The Authority's existing phase 1 planning grant with FDOT is attached hereto as Exhibit C. Additionally, please note that the Authority and Washington County are in discussions with DEO to release funds from an existing grant between DEO and Washington County for administrative purposes, including for the services contemplated under this RFQ.
- If compensation for these services is limited to those sources, are there administrative/management amounts you can provide? Are budgeted management costs to be shared by the Consulting Firm (RFQ Respondent) and Authority staff?
It is not possible to provide this information at this time, as the Authority does not have an adopted budget. The Authority does not currently have any employees.

EMPLOYEES & DUTIES/RESPONSIBILITIES

- Does the Authority intend for the contract services outlined in the RFQ to be in support of the approved employee positions of General Manager and Executive Assistant, or are the contract services intended to be an alternative to hiring these positions?
The services provided under the RFQ will likely be in lieu of hiring a General Manager and Executive Assistant, however, the final decision as to this and all other matters lies with the Board of Directors.
- Who is performing the requested services now and can you provide those expense levels?
Presently, Washington County staff, the Washington County Clerk of Courts, and Nabors, Giblin and Nickerson, P.A., have been providing services to the Authority. Where eligible for reimbursement, these costs have been reimbursed from the phase 1 planning grant from FDOT attached as Exhibit C. Additionally, in February, the Authority contracted with Gortemoller Engineering, Inc., for the provision of certain planning consultant services.
- If Authority has existing staff (General Manager and Executive Assistant mentioned in meeting minutes from last year), what will be separation of duties for general administration and management be between internal staff and consultant?
See above answer to the first question posed in this section.
- Will "general management services" include primarily management of this capital improvement project (constructing the water/wastewater utility infrastructure)?
Yes, as described in the RFQ, one of the General Manager's primary responsibilities will be overseeing and managing the construction and installation of the water and wastewater infrastructure.
- On records retention, will this be at Authority provided storage location and equipment for electronic storage and retrieval?
The Authority will provide office space for the retention of physical records.
- Will there be any office space, equipment or IT support provided to contractor by the Authority? Any prescribed software?
Yes, the Authority anticipates providing office space for use by the General Manager. There is currently not any prescribed software.
- Section (m) requires advertising and marketing to promote development. Is there a marketing plan?
Currently there is no marketing plan. It is anticipated that the General Manager would assist the Authority with the development and implementation of a marketing plan and other marketing/advertising activities, as directed by the Board.
- Section (n) requires assisting developers with applications and requests for land development approvals with each of host governments. Can you clarify the scope of this support in terms of # of potential applications/requests and degree of assistance?

Depending on depth of support and volume, this could require a great deal of time and special expertise. Given the potential volume of developer applications (small or large), would it be acceptable to the Authority to have this service provided from a remote location?

The level of Authority involvement in the land development application and approval process is an evolving issue and is difficult to quantify at this time. More information will likely be known after the planning consultant completes a study that is currently underway concerning the current state of the host governments' land development regulations and recommended updates to same. The Board, in conjunction with the host governments, will ultimately determine the level of Authority involvement in the host governments' land development process. The number of potential development applications is also unknown at this time. It is unlikely that much development in the Corridor area will take place until after completion of the water and wastewater infrastructure. Other than potentially attending public meetings of the host governments related to the processing of land development approvals, it is likely that many of the services provided by the General Manager in this area could be performed remotely. Further, at their option, responsive proposers may elect to include the services contemplated in section 3.1(n) of the Contract ("Assist the Authority and prospective developers with the application, review, and submittal of applications and/or requests for land development approvals...") as an "Additional Service" subject to an hourly fee schedule, as further described in Section 5.0 of the RFQ.

ADDITIONAL SERVICES

- Section 3.1(l) of Sample contract indicates that a responsibility of the contractor will be to "assist the person or entity responsible for providing financial services". Do we assume correctly that means the contractor will not need to provide such services?
Section 3.1(l) contemplates the Authority retaining or hiring a person or entity to provide comprehensive financial services, including those listed in section 3.2(b) of the contract. Under this scenario, the General Manager would merely provide assistance to the chosen financial services provider with certain enumerated tasks. However, as noted in Section 5.0 of the RFQ, it is requested that consultants responding to the solicitation provide a fee proposal for certain "Additional Services" which would include comprehensive financial services. Under this scenario, the General Manager would be the entity primarily responsible for providing financial services to the Authority, which are further described in section 3.2(b) of the Contract.
- If we choose to offer financial services, would the Authority accept offers from remote locations? Or would financial services need to be provided within the territory of the Authority? Any prescribed software?
See above. As described in Section 5.0, the Authority requests consultants responding to the solicitation provide a fee proposal for certain "Additional Services" which would include comprehensive financial services. There is currently not any required software. Additionally, it is likely that such services could be provided remotely.

ADDENDUM #1
REQUEST FOR QUALIFICATIONS FOR CONTINUING
PROFESSIONAL CONSULTING SERVICES

GENERAL MANAGEMENT SERVICES

EXHIBIT A – INTERLOCAL AGREEMENT

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**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
HIGHWAY 79 CORRIDOR AUTHORITY**

Among

**City of Bonifay, Florida
Holmes County, Florida
Washington County, Florida**

Dates as of June, 2018

Lora C. Bell Clerk of Courts, Washington County, Florida

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**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
HIGHWAY 79 CORRIDOR AUTHORITY**

THIS INTERLOCAL AGREEMENT, dated as of _____, 20____ (the "Interlocal Agreement"), is entered into among the City of Bonifay, Florida, a municipal corporation of the State of Florida, Holmes County, Florida, a political subdivision of the State of Florida, and Washington County, Florida, a political subdivision of the State of Florida (collectively, the "Authority Members"), as evidenced by the signatures of their authorized representatives hereto.

WITNESSETH:

WHEREAS, each of the Authority Members has the power to plan for, construct, own, improve, operate, maintain, and dispose of potable and reclaimed water and wastewater utility facilities, vehicular and pedestrian mobility improvements, stormwater facilities, and street light improvements pursuant to their Florida Constitutional powers of local self-government, Section 125.01, Florida Statutes (in the case of counties), and Section 166.021, Florida Statutes (in the case of municipal corporations); and

WHEREAS, each of the Authority Members has the power to enhance and expand economic development activity by expending public funds to finance, develop, and improve infrastructure and other capital projects, leasing or conveying real property, and providing grant funds or in-kind contributions all in furtherance of attracting and retaining businesses seeking to locate, relocate and expand and other activities conducive to economic promotion which are intended to result in sustainable job creation and resulting purchasing power, an improved competitive position, and a stronger, more balanced, and stable economy within their jurisdictions, as provided in Section 125.045, Florida Statutes (in the case of counties) and Section 166.021(8), Florida Statutes (in the case of municipal corporations); and

WHEREAS, Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), permits the Authority Members, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Authority Members share in common and which each might exercise separately, permitting the Authority Members to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will best serve geographic, economic, population and other factors influencing the needs and development of such Authority Members; and

WHEREAS, Section 163.01(7), Florida Statutes, authorizes the Authority Members pursuant to an interlocal agreement to create a separate legal entity to exercise the common power of the Authority Members and subsection 163.01(7)(g) additionally authorizes the separate legal entity created pursuant to an interlocal agreement to finance, plan for, construct, own, improve, operate, maintain, and dispose of public facilities, including water, reclaimed water, and wastewater utility facilities, vehicular and pedestrian mobility improvements, stormwater facilities, and street light improvements; and

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WHEREAS, the Authority Members have determined that it is in their best interests to create such a legal entity to foster economic development and plan for, construct, own, improve, finance, operate, maintain, and dispose of water, reclaimed water, and wastewater utility facilities, vehicular and pedestrian mobility improvements, stormwater facilities, and street light improvements within a certain defined geographic area existing within portions of Washington County, Holmes County, and the City of Bonifay.

NOW THEREFORE, in consideration of the foregoing and the covenants herein, it is mutually agreed and understood by and among the Authority Members, that execute this Interlocal Agreement, that the "Highway 79 Corridor Authority," a legal entity and public body and a unit of local government with all of the privileges, benefits, powers and terms of the hereinafter defined Act and this Interlocal Agreement, is hereby created for the purposes described herein, as follows:

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ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS.

(A) Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

(B) The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" shall mean, collectively, Sections 125.01 and 125.045, Florida Statutes (in the case of counties), Section 166.021, Florida Statutes (in the case of municipal corporations), the Interlocal Act, any Charters of the Authority Members, and other applicable provisions of law.

"Assessable Improvements" shall mean improvements to the Authority Facilities of a local nature and of special benefit to the premises or lands served thereby.

"Authority" shall mean the Highway 79 Corridor Authority, a legal entity and public body created pursuant to the provisions of this Interlocal Agreement and the Act.

"Authority Facilities" shall mean those facilities as may be acquired, installed, constructed, financed, operated, owned, modified, improved, expanded, and/or disposed of by the Authority, which are intended to provide (i) potable and reclaimed water production, transmission, and distribution facilities and property, and wastewater treatment, collection and disposal facilities and property, as are contemplated to be planned for and constructed within the Corridor Area ("Utility Facilities"), (ii) any pedestrian or vehicular mobility facilities, including, but not limited to, public transportation, right-of-way, roads, bridges, sidewalks, signage, and signalization facilities and property, as may be planned for and installed within the Corridor Area, (iii) stormwater and drainage facilities, including, but not limited to, retention and detention facilities and conveyance facilities and property as may be planned for and installed within the Corridor Area, (iv) street lighting facilities and equipment as may be planned for and installed within the Corridor Area. Authority Facilities shall include all property, real or personal, tangible or intangible, now or hereafter owned, leased, operated or managed by the Authority in connection with the provision of the above enumerated services.

"Authority Member" or "Authority Members" shall mean the members of the Authority as provided by this Interlocal Agreement.

"Board of Directors" or "Board" shall mean the governing board of the Authority, consisting of the Directors appointed hereunder.

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"Connection Fees" shall mean fees and charges imposed by the Authority to acquire, construct, equip or expand the capacity of the Utility Facilities for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of capacity of the Utility Facilities or expansion thereof in order to serve new users of the Utility Facilities and new development within the Corridor Area. Such Connection Fees may include interest carrying costs associated with the Utility Facilities.

"Corridor Area" shall mean a geographic area adjacent to SR-79 within portions of Washington County, Holmes County, and the City of Bonifay, as more specifically defined in Exhibit "A," attached hereto and incorporated by reference.

"Cost" when used in connection with a Project, shall mean (1) the Authority's cost of construction; (2) costs of acquisition by or for the Authority of such Project; (3) costs of land and interests thereon and the cost of the Authority incidental to such acquisition; (4) the cost of any indemnity and/or surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Obligations relating to the Project during the period of acquisition and construction of such Project and for a reasonable period subsequent to completion of acquisition and construction as the Board may determine by resolution; (6) engineering, legal and other consulting fees and expenses; (7) costs and expenses of the financing incurred for such Project, including audits, fees and expenses of any paying agent, registrar, trustee, consultants, attorneys, engineers, credit enhancers or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for such Project; (9) costs of machinery, equipment, supplies and spare parts required by the Authority for the commencement of operation of such Project or continuation of operation of such Project; and (10) any other costs properly attributable to such Project or to the issuance of Obligations which finance such Project, as determined by generally accepted accounting principles applicable to such Project, and shall include reimbursement to the Authority for any such items of cost paid by the Authority prior to issuance of the Obligations issued to finance such Project. Additional items of cost may be provided pursuant to the Financing Documents.

"Director" shall mean that individual appointed in accordance with the provisions hereof to serve as part of the Board of Directors. "Director" shall also include an alternate who is appointed to fill such role by an Authority Member.

"Economic Development" shall mean those activities consisting of expending public funds to finance, develop, and improve infrastructure and other capital projects, leasing or conveying real property, providing grants or in-kind contributions, and associated marketing and promotions in an effort to attract and retain businesses seeking to locate, relocate and expand and other activities conducive to economic promotion in the Corridor Area which are intended to result in sustainable job creation and resulting purchasing power, an improved competitive position, and a stronger, more balanced, and stable economy.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Authority, as well as any indenture of trust, trust agreement or other instrument relating to the issuance or security of the Obligations.

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"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"General Manager" shall mean the individual or entity selected and employed by the Board to serve the Authority in such capacity.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Obligations" shall mean a series of bonds or other evidence of indebtedness, including, but not limited to, notes, commercial paper, capital leases or any other obligations of the Authority issued hereunder and pursuant to the Financing Documents.

"Pledged Funds" shall mean (1) the revenues, fees, charges, special assessments and other moneys received by the Authority or its designee relating to its ownership or operation of the Authority Facilities, or some portion thereof, (2) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and subaccounts established thereby, including investments therein, and (3) such other property, assets and moneys of the Authority as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations.

"Project" shall mean any structure, property, or facility which the Authority, from time to time, may determine to construct or acquire in order to facilitate Economic Development within the Corridor Area or as part of its Authority Facilities, together with all improvements, equipment, structures and other facilities necessary or appropriate in connection therewith. This term is to be broadly construed so as to include any lawful undertaking which will accrue to the benefit of the Authority, the Economic Development of the Corridor Area, or the Authority Facilities, including joint ventures and acquisitions of partial interests or contractual rights. "Project" may also include working capital, as well as any costs or judgments associated with litigation.

"Public Agencies" shall mean any "public agency", as defined in the Interlocal Act.

"State" shall mean the State of Florida.

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ARTICLE II

THE AUTHORITY

SECTION 2.01. CREATION. The Authority Members hereby create and establish the "Highway 79 Corridor Authority", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02. PURPOSES.

(A) The purpose of this Interlocal Agreement is for the establishment of the Authority in order to foster and assist Economic Development and acquire, plan for, develop, fund, construct, own, maintain, manage, improve, operate, and, at its option, dispose of the Authority Facilities and Projects within the Corridor Area.

(B) The creation and organization of the Authority and the fulfillment of its objectives serves a public purpose and is in all respects for the benefit of the people of this State, affected Public Agencies and their constituents, and the persons or entities served by the Authority Facilities. The Authority is performing an essential governmental function. All property of the Authority is and shall in all respects be considered to be public property, and the title to such property shall be held by the Authority for the benefit of the public. The Economic Development activities of the Authority and use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Authority may deem appropriate. Insofar as provided for by law, all Obligations and interest or income thereon and all the property, facilities, services, activities and revenues of the Authority are declared to be nontaxable for any and all purposes by the State or federal government or any unit of the State or federal government to the same extent as if owned or issued by or on behalf of the Authority Members or a Public Agency.

SECTION 2.03. AUTHORITY MEMBERS. The Authority Members shall consist of those Public Agencies as provided in Article III hereof.

SECTION 2.04. DURATION OF AUTHORITY. The Authority shall exist so long as any portion of the Authority Facilities is owned, operated, leased or managed by the Authority or the Authority has Obligations outstanding. At such time as the Authority no longer owns, operates, leases, or manages any portion of the Authority Facilities, the Authority does not desire to pursue additional Projects or additional Economic Development activities, and no Obligations are outstanding, the Authority may dissolve by majority vote of the Board. In the event of dissolution, any assets of the Authority shall be allocated among the Authority Members based upon a dissolution agreement to be negotiated among the Authority Members.

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ARTICLE III

MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP.

(A) The Authority Members shall originally consist of: The City of Bonifay, Florida, Holmes County, Florida and Washington County, Florida.

(B) To the extent permitted by the Interlocal Act, the Authority may admit any Public Agency to membership upon application of such Public Agency and the affirmative vote of the majority plus one of all Directors at a duly called meeting of the Authority. This Interlocal Agreement need not be amended in order to admit any Public Agency as an Authority Member. Approval of the governing bodies of the Authority Members shall not be required to admit a new Authority Member.

(C) As a precondition to membership in the Authority, each Authority Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Authority. Such new Authority Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement. Authority Members may be admitted regardless of whether any Authority Facilities are located within the jurisdiction of such Authority Member.

SECTION 3.02. BOARD OF DIRECTORS.

(A) The Authority shall be governed by a Board of Directors made up of the following:

1. One (1) Director appointed by Holmes County, who will be a member of the Board of County Commissioners.

2. One (1) Director appointed by Washington County, who will be a member of the Board of County Commissioners.

3. One (1) Director appointed by the City of Bonifay, who will be a member of the City of Bonifay City Council.

4. One (1) additional Director for any future Authority Members to be appointed by each future Authority Member.

(B) Each Authority Member may appoint alternate Directors to serve in the absence or unavailability of their appointed Directors.

(C) Directors shall serve staggered three (3) year terms, initially established as follows:

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(i) the City of Bonifay elected official Director will be appointed for an initial term of one (1) year;

(ii) the Holmes County elected official Director will be appointed for an initial term of two (2) years; and

(iii) the Washington County elected official Director will be appointed for an initial term of three (3) years.

Thereafter, each Director shall be appointed for a full three-year term. Directors may be reappointed for successive terms at the discretion of the Authority Member.

(D) In the event the Director of an Authority Member shall resign or be removed, such Authority Member shall appoint a new Director within thirty (30) calendar days. In the event such Authority Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Authority Member has appointed an alternate Director, such alternate Director shall serve in the capacity as Director. In the event such Authority Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Authority Member has not appointed an alternate Director, the Board may appoint a Director who shall serve until such time as such affected Authority Member shall appoint a new Director; provided any new Director appointed by the Board shall be a resident of such Authority Member. Any Director who is absent for three (3) consecutive meetings of the Board shall be deemed to have resigned.

(E) Each Authority Member, in its sole discretion, may remove its Director at any time and may appoint a new Director to serve on the Board upon notice being given to the Authority as provided by Section 3.06(A) hereof for resignation of a Director.

(F) Any Director may be removed for cause upon the affirmative vote of at least two-thirds (2/3) of all Directors at a duly called meeting of the Authority.

SECTION 3.03. ACTION.

(A) The affairs, actions and duties of the Authority shall be undertaken at a duly called meeting pursuant to Section 3.08 hereof. Each appointed Director of the Board of Directors shall be allocated one (1) vote.

(B) At any meeting of the Authority at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Authority, except as otherwise provided herein.

(C) A certificate, resolution or instrument signed by the Chairman, Vice-Chairman or such other person of the Authority as may be hereafter designated and authorized by the Board shall be evidence of the action of the Authority and any such certificate, resolution or other

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instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Every September and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board, the Authority through its Directors shall elect a Chairman, a Vice Chairman, Secretary, and Treasurer to conduct the meetings of the Authority and to perform such other functions as herein provided. At the discretion of the Board, the General Manager or other qualified professional (or a representative of either) may be appointed as the Secretary and/or Treasurer to facilitate administrative actions. Said Chairman, Vice-Chairman, Secretary, and Treasurer shall serve one (1) year terms concurrent with each fiscal year unless they resign from the Authority or such officer is removed as provided herein.

SECTION 3.05. AUTHORITY OF OFFICERS.

(A) The Chairman and the Vice-Chairman shall take such actions, have all such powers and sign all documents on behalf of the Authority and in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution of the Board adopted at a duly called meeting.

(B) The Secretary, or their designee, shall keep minutes of all meetings, proceedings and acts of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Authority shall be sent by the Secretary or their designee to all Directors to the Authority. The Secretary may also attest to the execution of documents. In the performance of these duties, the Secretary shall comply with applicable law and Board policies and procedures regarding records retention, public records, and public meetings requirements. The Secretary shall have such other powers as may be approved by resolution of the Board adopted at a duly called meeting.

(C) The Treasurer, or their designee, shall maintain the financial and accounting records for the Authority to meet Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) requirements in Florida, coordinate the external audit annual requirements and file audit reports with other government agencies as required, manage the banking and investment accounts in accordance with Board policies, recommend the delegation of signature financial authorities. The Treasurer shall have such other powers as may be approved by resolution of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION.

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) calendar days' prior written notice. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Any resigning Director who is an officer of the Authority shall immediately turn over and deliver to the Authority any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

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SECTION 3.07. POWERS AND DUTIES OF THE BOARD. The Board shall act as the governing board of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:

(A) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(B) To make and pass rules, regulations, resolutions, orders, bylaws, and policies not inconsistent with the laws of the United States or of the State, or the provisions of the Interlocal Act or this Interlocal Agreement, necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations, and responsibilities vested in the Authority, and for carrying into effect the provisions of this Interlocal Agreement.

(C) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.

(D) To create any and all necessary offices in addition to Chairman, Vice-Chairman, Secretary, and Treasurer; to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Authority.

(E) To select and employ a General Manager, if desired, who shall administer the affairs and manage the staff of the Authority with Board approval, and perform all other administrative duties as directed by the Board.

(F) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Authority.

(G) To amend the Authority's name, as permitted by law.

SECTION 3.08. MEETINGS.

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Chairman, General Manager, or other person designated by the Board not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer determines an emergency exists. All meetings shall be noticed in accordance with applicable law.

(B) Within thirty (30) calendar days of the creation of the Authority, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

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SECTION 3.09. WITHDRAWAL OR DISMISSAL OF AUTHORITY MEMBERS.

(A) Any Authority Member may withdraw from the Authority at any time, if the following conditions are satisfied: (i) there shall be at least two (2) Authority Members remaining in the Authority subsequent to withdrawal, and (ii) a certified resolution from the Authority Member's governing body setting forth its intent to withdraw is presented to the Authority. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

(B) In the event the Authority does not own, operate, lease or manage and Authority Facilities, or portion thereof, within the jurisdiction of an Authority Member, such Authority Member may be dismissed from the Authority by majority vote of all Directors unless subsequent to dismissal there shall be less than two (2) Authority Members remaining in the Authority.

SECTION 3.10. EXPENSES. The Authority may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Authority Members, Directors, and employees of the Authority.

SECTION 3.11. LIABILITY. No Director, agent, officer, official or employee of the Authority shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act or omission by any other Director, agent, officer, official or employee of the Authority.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01. POWERS.

(A) The Authority shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act:

(i) To enhance and expand Economic Development activity within the Corridor Area by expending public funds to finance, develop, install, construct, and improve infrastructure, Authority Facilities, and other capital Projects, leasing or conveying real property, marketing and promoting the Corridor Area, and providing grant funds or in-kind contributions under suitable terms determined by the Board all in furtherance of attracting and retaining businesses seeking to locate, relocate and expand and other activities conducive to economic promotion which are intended to result in sustainable job creation and resulting purchasing power, an improved competitive position, and a stronger, more balanced, and stable economy within the Corridor Area.

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(ii) To acquire, construct, own, lease, operate, manage, maintain, dispose of, improve, and expand the Authority Facilities, and to have the exclusive control and jurisdiction thereof.

(iii) To the extent permitted by law, to provide for mandatory potable and reclaimed water and wastewater connections of potential customers located in the Corridor Area upon availability of service by the Authority.

(iv) To fix, levy and collect rates, fees, special assessments, and other charges, including Connection Fees from persons or property, or both, for the use of the services, facilities, and product of the Authority Facilities or to pay the operating or financing costs of the Economic Development activities and Authority Facilities available to potential users; to fix and collect charges for making connections with the Authority Facilities and, to the extent provided by law, to provide for reasonable penalties to be imposed on any users or property for any such rates, fees or charges that are delinquent, all as more specifically described in Section 4.04 hereof.

(v) To contract for the service of engineers, accountants, attorneys and other experts or consultants, and such other agents and employees as the Board may require or deem appropriate from time to time.

(vi) To acquire such lands and rights and interests therein, including lands under water and riparian rights and to acquire such personal property as the Authority may deem necessary and appropriate in connection with the acquisition, ownership, expansion, improvement, operation and maintenance of the Authority Facilities and to hold and dispose of all real and personal property under its control. To the extent the power of eminent domain is available to the Authority in accordance with applicable law, in particular the Interlocal Act, such power may be exercised by the Authority both within and outside the Corridor Area for the purpose of carrying out the intent of this Interlocal Agreement.

(vii) To exercise exclusive jurisdiction, control and supervision over the Authority Facilities and to make and enforce such rules and regulations for the maintenance, management and operation of the Authority Facilities as may be, in the judgment of the Board, necessary or desirable for the efficient operation of the Authority Facilities in accomplishing the purposes of this Interlocal Agreement.

(viii) To make and enforce such rules and regulations for the provision of Economic Development activities of the Authority as may be, in the judgment of the Board, necessary or desirable for the efficient operation of the Authority in accomplishing the purposes of this Interlocal Agreement.

(ix) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies, or authorities in the exercise of common powers or to assist the Authority in acquiring land and rights or interests therein.

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(x) To contract with private or public entities or persons to provide, treat, or receive potable and reclaimed water or to provide or receive wastewater disposal, collection, or treatment. To contract with any private or public entity or person for the installation, construction, operation or management of the Authority Facilities or for the provision of services and facilities to aid the provision of Economic Development activities.

(xi) To prescribe methods of pretreatment of industrial wastes not amenable to treatment with domestic wastewater before accepting such wastes for treatment and to refuse to accept such industrial wastes when not sufficiently pretreated as may be prescribed, and, to the extent permitted by law, to prescribe penalties for the refusal of any person or corporation to so pretreat such industrial wastes.

(xii) To the extent provided by law, to require and enforce the use of services, products and facilities of the Authority whenever and wherever they are accessible, and to require and enforce the installation and dedication to the Authority of potable and reclaimed water and wastewater facilities or easements as a condition precedent to the provision of service by the Authority or by another entity authorized by the Authority to provide interim service until Authority services, products and facilities are available.

(xiii) To sell or otherwise dispose of the effluent, sludge, or other by-products as a result of wastewater treatment.

(xiv) To accomplish construction directly or by letting construction contracts to other entities, whether public or private, for all or any part of the construction of improvements to the Authority Facilities as determined by the Board in accordance with applicable law.

(xv) To construct, maintain, and operate connecting, intercepting, or outlet wastewater and wastewater mains and pipes and potable or reclaimed water mains, conduits or pipelines in, along or under any streets, alleys, highways or other public places or ways regulated by or under the jurisdiction of the State or any of the Authority Members when necessary or convenient for the purposes of the Authority.

(xvi) Subject to such provisions and restrictions as may be set forth in any Financing Document, to enter into contracts with the government of the United States or any agency or instrumentality thereof, the State, or with any municipality, county, district, authority, political subdivision, private corporation, partnership, association or individual providing for or relating to Authority Facilities, including, but not limited to, the treatment, collection and disposal of wastewater, or the treatment, supply, and distribution of potable or reclaimed water and any other matters relevant thereto, for provision of Economic Development, or otherwise necessary to effect the purposes of this Interlocal Agreement.

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(xvii) To apply for, receive and accept from any federal or State agency, grants or loans for or in aid of the provision of Economic Development activities, planning, construction, reconstruction, or financing of improvements, additions, or extensions to the Authority Facilities and to receive and accept aid or contributions or loans from any other source of either money, labor, or other things of value, to be held, used, and applied only for the purpose for which such grants, contributions, or loans may be made.

(xviii) To assume the ownership, lease, operation, management and/or control of any publicly or privately owned water and wastewater facilities, any pedestrian or vehicular mobility facilities, any stormwater and drainage facilities, or any street lighting facilities and equipment, including the assumption of the financial liabilities associated with such facilities.

(xix) To divide the Authority Facilities into separate units, benefit areas, subsystems or subdistricts, including Utility Systems, for imposing special assessments, setting rates, accounting or financing improvements or additions, or any other purpose.

(xx) To appoint advisory boards and committees to assist the Board in the exercise and performance of the powers and duties provided in this Interlocal Agreement.

(xxi) To sue and be sued in the name of the Authority.

(xxii) To adopt and use a seal and authorize the use of a facsimile thereof.

(xxiii) To contract with any public or private entity or person to manage the Economic Development activities of the Authority and to manage and operate the Authority Facilities, or any portion thereof, upon such terms as the Board deems appropriate.

(xxiv) Subject to such provisions and restrictions as may be set forth herein and in any Financing Document or funding agreement and subject to the approval of the Authority Member in whose jurisdiction the Authority Facility is situated, to sell, transfer, or otherwise dispose of the Authority Facilities, or any portion thereof, upon such terms as the Board deems appropriate.

(xxv) To acquire, by purchase, gift, devise, or otherwise, and to dispose of, real or personal property, or any estate therein.

(xxvi) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(xxvii) To provide such retirement benefits and program as the Board deems appropriate.

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(xxviii) To maintain an office or offices at such place or places as the Board may designate from time to time.

(xxix) To hold, control and acquire by donation or purchase, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this Interlocal Agreement and to make use of such easements, dedications and reservations for any of the purposes authorized by this Interlocal Agreement.

(xxx) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(xxxi) To borrow money and issue bonds, certificates, warrants, notes, obligations or other evidence of indebtedness.

(xxxii) Subject to prior approval of the Authority Member in whose jurisdiction the special assessment will be imposed, to assess, levy, impose, collect and enforce special assessments to provide services or Assessable Improvements upon all or any portion of the lands located within the Corridor Area. Such special assessments may be apportioned among benefitted property in a manner proportionate with the benefits received or commensurate with the burdens alleviated by the maintenance and use of property based upon such factors or combination of factors as determined by resolution of the Board. Such special assessments may, in the discretion of the Board, be imposed, collected and enforced using any methods and procedures authorized by law, including Section 197.3632, Florida Statutes; or the Board may adopt by resolution its own method or procedures or use any other method or means for levy, imposition, collection, and enforcement not inconsistent with law.

(xxxiii) To apply for and accept grants, loans and subsidies from any governmental entity for the provision of Economic Development activities or the acquisition, construction, operation and maintenance of the Authority Facilities, and to comply with all requirements and conditions imposed in connection therewith.

(xxxiv) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(xxxv) To invest its moneys in such investments as directed by the Board in accordance with State law and which shall be consistent in all instances with the applicable provisions of the Financing Documents.

(xxxvi) To purchase such insurance as it deems appropriate.

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(xxxvii) To assist Authority Members, property owners and prospective developers within the Corridor Area with the Economic Development of the Corridor Area, including, but not limited to, marketing and promotion of the Corridor Area, provision of essential public infrastructure, such as the Authority Facilities and Projects, all with the goal of ensuring that the Corridor Area and Authority Facilities are economically stable and sustainable, including, but not limited to assistance with processing land development approvals, permitting, and extensions of Authority Facilities.

(xxxviii) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement the Board shall act by resolution or motion made and adopted at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Authority.

SECTION 4.02. ACQUISITION OF UTILITY FACILITIES BY AUTHORITY MEMBERS.

(A) To the extent not inconsistent with the applicable Financing Documents or funding agreements, each Authority Member in whose jurisdiction the Authority owns Utility Facilities shall have the exclusive right to acquire such Utility Facilities. The terms of such acquisition and purchase price thereof shall be established pursuant to the Financing Document relating thereto or a utility acquisition agreement between the Authority and the respective Authority Member.

(B) Each Authority Member may assign their exclusive right to acquire such Utility Facilities to another Authority Member.

SECTION 4.03. ANNUAL BUDGET.

(A) Prior to October 1 of each year the Board will adopt an annual budget for the Authority. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority. The General Manager or such other person designated by the Board shall prepare the annual budget. The annual budget shall contain a five-year capital improvement plan. The Secretary shall provide each Authority Member with a copy of the adopted budget.

(B) The Board shall publish a notice of the meeting in which the annual budget is to be adopted, which notice shall be published once a week for two (2) consecutive weeks thirty (30) days prior to the date of the hearing in a newspaper of general circulation within each

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Authority Member's jurisdiction. A copy of the proposed budget, the five-year capital improvement plan, and a notice of the time and place of the Board meeting at which the annual budget is to be adopted shall be provided to each Authority Member prior to the first publication date.

(C) The adopted budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

(E) The Board shall cause to be made at least once a year, within one hundred eighty (180) days of the end of the Fiscal Year, a report of the Authority Facilities, including all matters relating to expansions, acquisitions, rates, revenues, expenses, principal and interest requirements of the Obligations and the status of all funds and accounts. Copies of such report shall be filed with the Secretary and shall be open to public inspection. The report shall be known as the "Annual Authority Report". The Annual Authority Report may be included as a part of any other report or reports required by law or may be issued separately. The Secretary shall provide each Authority Member with a copy of the Annual Authority Report.

SECTION 4.04. ADOPTION OF RATES, FEES OR OTHER CHARGES.

(A) The Board shall adopt by resolution a schedule of rates, fees, or other charges for the use of the services, facilities, and products of the Authority to be paid by each user within the Corridor Area and, in the event the Authority owns, operates, or maintains the Authority Facilities, each customer which may be connected with or provided service by such Authority Facilities, as applicable. The Authority may establish separate rates, fees and charges for different portions of the Corridor Area or Authority Facilities. The Board may establish different rates, fees and charges for services, facilities and products provided by a portion of a utility system provided such rates, fees and charges are consistent with applicable law.

(B) Such rates, fees, and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of operating, managing, expanding, improving, and maintaining the Economic Development activities of the Authority and the Authority Facilities, including renewal and replacement reserves for such Authority Facilities, to pay costs and expenses provided herein and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide a reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in this Interlocal Agreement, such rates, fees and charges should always be sufficient to comply fully with any covenants contained in the Financing Documents or other funding agreements. The Authority shall charge and collect such rates, fees, and charges so adopted and revised, and such rates, fees, and charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency, or other political subdivision of the State.

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(C) The Authority may enter into an interlocal agreement with an Authority Member which delegates to such Authority Member in whole or in part the power to approve the rates, fees and charges of the Authority imposed within the jurisdiction of such Authority Member. In exercising such delegated power of approval of the rates, fees and charges of the Authority, the rates, fees and charges established by the Authority Member shall be consistent with the requirements contained in this Section 4.04 and shall be sufficient to comply fully with all covenants contained in the applicable Financing Documents or funding agreements.

(D) Such rates, fees and charges shall be just and equitable and uniform for similarly situated users and may be based upon or computed upon any factor or combination of factors affecting the use of the services, products, or facilities furnished to the Authority's users or customers, as may be determined by the Board from time to time. Except as described in Sections 4.04(G) hereof, no rates, fees or charges shall be fixed, adopted or revised under the foregoing provisions of this Section 4.04 until after a duly noticed public hearing at which all interested persons shall have an opportunity to be heard concerning the proposed rates, fees, or charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, or charges shall be given by one publication in a newspaper circulating in the area affected by such proposed rates, fees, or charges at least twenty (20) days before the date fixed in such notice for the public hearing, which may be adjourned from time to time. After such hearing, the proposed schedule or schedules, either as initially adopted, or as modified or amended, may be finally adopted. For rates, fees, and charges for use of the Authority's Utility Facilities, the Authority shall also comply with Section 180.136, Florida Statutes.

(E) The rates, fees or charges adopted for any class of customers served shall be extended to cover any additional customers thereafter served which shall fall within the same class, without the necessity of any further hearing or notice.

(F) The Board may appoint the General Manager, a Director, committee of Directors, and/or a special master to conduct the public hearing or hearings on its behalf relating to rates, fees and charges. The General Manager, Director, committee of Directors and/or designated special master shall act as hearing officers and report to the Board its findings relating to such public hearing. Except as provided pursuant to a delegation in an interlocal agreement with an Authority Member, only the Board may set or revise rates, fees and charges.

(G) Notwithstanding the provisions of Section 4.04(D) hereof, no public hearing shall be required for adoption by the Board of a periodic automatic indexing factor applicable to the initial or any revised schedule of rates, fees and charges.

SECTION 4.05. OBLIGATIONS.

(A) The Board shall have the power and it is hereby authorized to provide pursuant to the Financing Documents, at one time or from time to time in series, for the issuance of

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Obligations of the Authority, or notes in anticipation thereof, for one or more of the following purposes:

- (i) Paying all or part of the Cost of one or more Projects;
- (ii) Refunding any bonds or other indebtedness of the Authority;
- (iii) Assuming or repaying the indebtedness relating to Authority Facilities, acquired or leased by the Authority from a public or private entity;
- (iv) Setting aside moneys in a renewal or replacement account;
- (v) Funding a debt service reserve account;
- (vi) Capitalizing interest on the Obligations;
- (vii) Paying costs of issuance relating to the Obligations; and
- (viii) Any other purpose relating to this Interlocal Agreement.

The principal of and the interest on each series of Obligations shall be payable from the Pledged Funds, all as determined pursuant to the Financing Documents. The Authority may grant a lien upon and pledge the Pledged Funds in favor of the holders of each series of Obligations in the manner and to the extent provided in the Financing Documents. Such Pledged Funds shall immediately be subject to such lien without any physical delivery thereof and such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority.

(B) The Obligations of each series shall be dated, shall bear interest and such rate or rates, shall mature at such time or times not exceeding forty (40) years from their date or dates, may be made redeemable before maturity, at the option of the Authority, at such price or prices and under such terms and conditions, all as shall be determined by the Board pursuant to the Financing Documents. The Board shall determine the form of the Obligations, the manner of executing such Obligations, and shall fix the denomination of such Obligations and the place of payment of the principal and interest, which may be at any bank or trust company within or without the State. In case any officer whose signature or a facsimile of whose signature shall appear on any Obligations shall cease to be such officer before the delivery of such Obligations, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until delivery. The Board may sell Obligations in such manner and for such price as it may determine to be in the best interest of the Authority in accordance with the terms of the Financing Documents. In addition to the Pledged Funds, the Obligations may be secured by such credit enhancement as the Board determines to be appropriate pursuant to the Financing Documents. The Obligations may be issued as capital appreciation bonds, current interest bonds, term bonds, serial bonds, variable bonds or any combination thereof, all as shall be determined pursuant to the Financing Documents.

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(C) Prior to the preparation of definitive Obligations of any series, the Board may issue interim receipts, interim certificates or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Board may also provide for the replacement of any Obligation which shall become mutilated or be destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Interlocal Agreement, the Financing Documents or other applicable laws.

(D) The proceeds of any series of Obligations shall be used for such purposes and shall be disbursed in such manner and under such restrictions, if any, as the Board may provide pursuant to the Financing Documents.

(E) The Financing Documents may also contain such limitations upon the issuance of additional Obligations as the Board may deem appropriate, and such additional Obligations shall be issued under such restrictions and limitations as may be prescribed by such Financing Documents. The Financing Documents may contain such provisions and terms in relation to the Obligations and the Pledged Funds as the Board deems appropriate and which shall not be inconsistent herewith.

(F) Obligations shall not be deemed to constitute a general obligation debt of the Authority or the Authority Members or a pledge of the faith and credit of the Authority or any of the Authority Members, but such Obligations shall be payable solely from the Pledged Funds and any moneys received from the credit enhancers of the Obligations, in accordance with the terms of the Financing Documents. The issuance of Obligations shall not directly or indirectly or contingently obligate the Authority or any of the Authority Members to levy or to pledge any form of ad valorem taxation whatsoever therefor. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of any of the Authority Members to pay any such Obligations or the interest thereon or the right to enforce payment of such Obligations, or the interest thereon, against any property of the Authority or any of the Authority Members, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority or any of the Authority Members, except the Pledged Funds in accordance with the terms of the Financing Documents.

(G) All Pledged Funds shall be deemed to be trust funds, to be held and applied solely as provided in the Financing Documents. Such Pledged Funds may be invested by the Authority in such manner as provided in the Financing Documents.

(H) Any holder of Obligations, except to the extent the rights herein given may be restricted by the Financing Documents, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under the Financing Documents, and may enforce and compel the performance of all agreements or covenants required by this Interlocal Agreement, or by such Financing Documents, to be performed by the Authority or by any officer thereof.

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(I) The Obligations may be validated, at the sole discretion of the Board, pursuant to Chapter 75, Florida Statutes. Obligations may be issued pursuant to and secured by a resolution of the Board.

(J) In addition to the other provisions and requirements of this Interlocal Agreement, any Financing Documents may contain such provisions as the Board deems appropriate.

(K) All Obligations issued hereunder shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers for value. No proceedings in respect to the issuance of such Obligations shall be necessary except such as are required by this Interlocal Agreement, the Financing Documents and general law. The provisions of the Financing Documents shall constitute an irrevocable contract between the Authority and the holders of the Obligations issued pursuant to the provisions thereof.

(L) Holders of Obligations shall be considered third party beneficiaries hereunder and may enforce the provisions hereof.

(M) The Board may enter into such swap, hedge or other similar arrangements relating to any Obligations as it deems appropriate.

SECTION 4.06. AD VALOREM TAXATION NOT AUTHORIZED. The Authority shall not have the power to levy and assess ad valorem taxes.

SECTION 4.07. CONNECTION FEES.

(A) The Authority is empowered to levy and collect Connection Fees relating to the Utility Facilities or other appropriate Authority Facilities for capital improvements and debt service on such capital improvements under such conditions as shall be prescribed by the Board. Connection Fees may become Pledged Funds in accordance with the terms of the Financing Documents.

(B) The Board may change or revise the schedule of Connection Fees upon compliance with the notice and hearing requirements set forth for the adoption of rates, fees and other charges.

SECTION 4.08. CONTRIBUTIONS FROM AUTHORITY MEMBERS; REVENUE SHARING AGREEMENTS.

(A) Pursuant to section 163.01(8), Florida Statutes, and subject to compliance with the terms of all Financing Documents and other funding agreements, the Board is empowered to accept contributions, payments, advances, loans, and/or transfers of funds from the Authority Members at any time and to repay or return some or all of such funds from Authority revenues. All contributions, payments, advances, loans and or/transfers of funds to the Authority by Authority Members and the terms of repayment or return of such funds (where applicable) by the

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Authority to Authority Members shall be governed by separate agreement entered into between the Authority and one or more of the Authority Members.

(B) The Board is empowered to enter into separate agreements with the Authority Members governing the sharing, payment, loan, and/or transfer of funds between the Authority and any or all of the Authority Members from any of the following sources: ad valorem taxes, special assessments, sales surtax revenues imposed pursuant to section 212.055, Florida Statutes, impact fees, Connection Fees, amounts derived from the calculation of a dedicated tax increment, and any other legally available source of funds. The term of such separate agreements shall be for a period of years and the number of such agreements may vary over time as a method to adjust revenue to the Authority and provide a mechanism for return of surplus Authority revenue to the Authority Members after providing for financial reserves and future growth investments in facilities within the Corridor Area.

(C) The Authority Members acknowledge that the initial funding of the Authority was by way of grants from the Florida Department of Economic Opportunity (DEO Agreement No.: G0006) and the Florida Department of Transportation (FPN:441500-1-34-01) and acknowledge that pursuant to those agreements, Washington County is obligated for potential refunds and reimbursements to the State of Florida should the Authority not meet the goals as set forth in the grant agreements. The Authority for itself and the other Authority Members agree to be jointly and severally liable along with Washington County for repayment of these grant funds should the the goals set forth in the grant agreements not be met, triggering an obligation to repay all or any portion of the grant funds to the State of Florida. The Authority shall be the primary party responsible for reimbursement provided that, in the opinion of the Authority's external auditor, should the Authority not have sufficient funds to satisfy any reimbursement requirements of the grant agreements after satisfying the Authority's other financial commitments, the Authority Members agree to equally satisfy any shortfall in reimbursement of the grant funds; provided, however, that if an obligation to repay all or any portion of the grant funds to the State of Florida is due to the negligence or willful misconduct of one of more Authority Members then those Authority Members shall be solely responsible for repayment of the grant funds to the State of Florida. This provision shall survive the termination of the Authority and this interlocal agreement.

SECTION 4.09. UNPAID FEES. The Board shall have the power, under such reasonable procedures as the Board may adopt from time to time, to discontinue and shut off water, reclaimed water, and wastewater services or discontinue the provision of other services provided by the Authority until delinquent fees, rates or charges, including interest and charges for the discontinuance and the cost of restoration of such services, or both, are fully paid; and, for such purposes, the Authority may enter onto any lands, waters or premises of any person, firm, corporation or body, public or private, served by the Authority.

SECTION 4.10. AUTHORITY APPROVAL OF CONSTRUCTION OF WATER AND WASTEWATER FACILITIES.

(A) The Board may adopt all necessary regulations by resolution that provide design and construction specifications and procedures for the dedication of facilities to the Authority or

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to an Authority Member to which ownership of some or all of the Authority Facilities has been or may be transferred.

(B) The Authority may require, as a condition precedent to the approval of any connection to the Authority Facilities, (i) that all subdivision-type infrastructure, or other contributed transmission or distribution infrastructure necessary to serve a particular project or customer, and necessary easements be dedicated to the Authority or an Authority Member, (ii) that the developer make available interim treatment facilities or services or contract for same on an interim basis from an authorized service provider, and (iii) that the developer, or the person or entity the developer has contracted with, provide interim treatment service, or lease back for nominal consideration and maintain such dedicated or contributed facilities until such time as the Authority or an Authority Member provides services; provided in each case the foregoing actions shall be consistent with applicable regulations of the Authority Members.

SECTION 4.11. PLANNING.

(A) In addition to the other powers enumerated in this Interlocal Agreement the Authority shall have the power to adopt a master plan. Such master plan may include: the identification of current and projected future users of the Authority Facilities and their profiles (residential, commercial, industrial); a review and general inventory of all proposed and existing Authority Facilities or other Projects; a review and identification of all Authority Projects; a review and identification of any Authority Economic Development plans; an identification of water supply and treatment alternatives and available wastewater treatment and disposal alternatives, including plans for the use of reclaimed or reused water alternatives; and a review and identification of proposed new and existing development standards and requirements within the Corridor Area for consideration and adoption by the Authority Members as provided in paragraph (D) below.

(B) Prior to the adoption of the annual budget, the Authority shall prepare a five-year capital improvement plan. The five-year capital improvement plan shall be submitted to each Authority Member having jurisdiction over areas in which Authority Facilities or Projects have been constructed or are planned for future construction for a determination by each such Authority Member that the capital improvement plan is consistent with the applicable local government comprehensive plan of such Authority Member adopted pursuant to Chapter 163, Part II, Florida Statutes.

(C) All Authority development standards and requirements, utility expansion or line extension policies adopted by the Board shall be consistent with the land development regulations, local comprehensive plans, and other applicable regulations adopted by the Authority Members within which Authority Facilities are located or proposed to be located.

(D) Each Authority Member shall cooperate with the Authority and implement the Authority's adopted master plan within each Authority Member's Comprehensive Plan adopted pursuant to Chapter 163, Florida Statutes, and their land development regulations. The Authority does not have the authority to adopt or implement any land development regulations.

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SECTION 4.12. EFFECT OF INCORPORATION OR THE PRESENCE OF A SPECIAL DISTRICT ON AUTHORITY. The subsequent incorporation or annexation of any area included within the Corridor Area, or the presence or creation of any special district within the Corridor Area, shall not impair nor alter the authority, power and purposes of the Authority for providing potable and reclaimed water and wastewater services and facilities within any portion of the Corridor Area now included within any municipality, special district or subsequently included within any municipality or special district.

FINAL

ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Authority Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court in Holmes County and Washington County.

SECTION 5.03. IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Authority Members shall apply to the officials, officers, agents or employees of the Authority when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Authority Members intend to utilize Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes, and the common law governing sovereign immunity to the fullest extent possible. Pursuant to Section 163.01(5)(o), Florida Statutes, Authority Members may not be held jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that the Authority alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Authority Members intend that the Authority shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.04. LIMITED LIABILITY. No Authority Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Authority, the Directors or any other agents, employees, officers or officials of the Authority, except to the extent otherwise mutually agreed upon, and neither the Authority, the Directors or any other agents, employees, officers or officials of the Authority have any authority or power to otherwise obligate any individual Authority Member in any manner.

SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Authority and subsequent ratification by the governing body of each Authority Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Authority to inure to the benefit of any private person, (B) permit the diversion or application of

Lora C. Bell Clerk of Courts, Washington County, Florida

FINAL

any of the moneys or other assets of the Authority for any purposes other than those specified herein, (C) adversely affect the tax-exempt status, if applicable, of interest on the Obligations, or (D) materially, adversely affect the security for any Obligations.

SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof or (B) the date the last Authority Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

Lora C. Bell Clerk of Courts, Washington County, Florida

FINAL

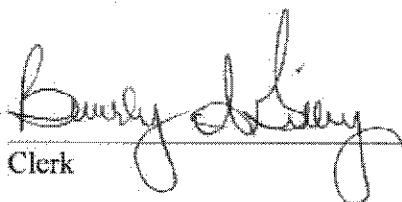
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Bonifay, Florida, by their authorized officers or officials on this 11th day of June, 2018.

CITY OF BONIFAY, FLORIDA

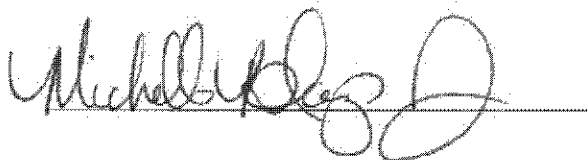
By: 

Mayor

ATTEST:


Clerk

Approved as to form by the
City Attorney



Lora C. Bell Clerk of Courts, Washington County, Florida

FINAL

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Holmes County, Florida, by their authorized officers or officials on this 12th day of June, 2018

HOLMES COUNTY, FLORIDA

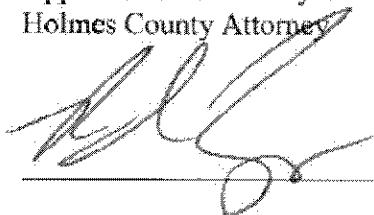
By: 

Chairman

ATTEST:


Clerk

Approved as to form by the
Holmes County Attorney



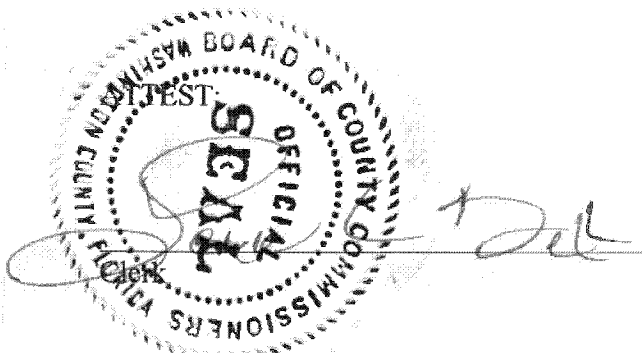
FINAL

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Washington County, Florida, by their authorized officers or officials on this 10th day of July, 2018.

WASHINGTON COUNTY, FLORIDA

By: [Signature]

Chairman



Approved as to form by the
Washington County Attorney

[Signature]

Lora C. Bell Clerk of Courts, Washington County, Florida

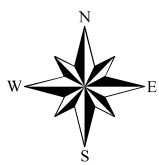
FINAL

EXHIBIT A

Corridor Area

Hwy 79 Corridor Authority

- Authority
- County Boundary
- Bonifay City Limits



0 0.125 0.25 0.5 Miles

90

10

79

Holmes County

Washington County

ADDENDUM #1
REQUEST FOR QUALIFICATIONS FOR CONTINUING
PROFESSIONAL CONSULTING SERVICES

GENERAL MANAGEMENT SERVICES

EXHIBIT B – ACTIVATION PLAYBOOK

Highway 79 Corridor Authority Activation Playbook

Activation Steps and Preliminary Schedule

Step 1 - Adoption of Interlocal Agreement establishing the Highway 79 Corridor Authority –

Summary - See Tab 1. for details

The Interlocal Agreement Relating to Establishment of the Highway 79 Corridor Authority is attached for review and adoption.

Pursuant to Section 163.01(7), Florida Statutes, after adoption by the three “member governments” – City of Bonifay, Holmes County, and Washington County -- ILA 2 creates a separate legal entity and public body to jointly exercise the common powers for economic development of the Corridor Area and the provision of water, reclaimed, wastewater services and facilities within that area.

Article I contains definitions.

Article II creates the Authority, outlines the purposes of the Authority, and provides for the authority members, and duration of the Authority.

Article III designates the member governments and provides for potential future members, establishes the board of directors and their terms and conditions of service, and outlines other processes for Authority business.

Article IV outlines the powers granted to the Authority by the member governments. These generally include (i) economic development activities; (ii) the provision of potable water, reclaimed water, and wastewater services and facilities; (iii) the levy of fees, assessments, and other charges for the use of the services, facilities, and products of the Authority; (iv) ability to contract, own and dispose of property, adopt rules and regulations, receive grants and issue debt; (v) the ability to create advisory boards and committees; (vi) to sue and be sued in the Authority’s name; (vii) to maintain an office; (viii) to impose special assessments with authority member approval; (ix) to invest Authority funds, (x) provide assistance with land development approvals, permitting, facility extensions, and other activities designed to promote and facilitate the development of the corridor area; and (xi) to do “all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.”

Article IV also covers the acquisition of the utility facilities by the member governments, budgeting, and adoption of rules and regulations and rates, fees, or other charges by the Authority for the future use of its services, facilities, and products. Article IV authorizes the

Authority to issue future debt if needed and provides that the Authority and individual member governments may enter into future revenue sharing agreements. These agreements will be discussed in more detail below. It is important to note that the Authority is a separate legal entity. Accordingly, any debt undertaken by the Authority is not debt of any of the member governments. No holder of any such debt shall ever have the right to compel any exercise of the ad valorem taxing power on the part of any of the member governments to pay any debt or the interest thereon or the right to enforce payment of such debt or the interest thereon, against any property of the Authority or any of the member governments, nor shall such debt constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority or any of the member governments, except the Authority's Pledged Funds in accordance with the terms of the Financing Documents.

Article V covers miscellaneous items, including filing, governmental immunity, amendments, declaration of no delegation of authority, and a provision stating that no member government shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Authority, the Directors or any other agents, employees, officers or officials of the Authority, except to the extent otherwise mutually agreed upon, and neither the Authority, the Directors or any other agents, employees, officers or officials of the Authority have any authority or power to otherwise obligate any individual member government in any manner.

Timing & Actions –

Corridor Committee review in May 2018

Adoption by each member government in June-July 2018

Appointment of each members' directors to serve on the Authority by resolution adopted at the same meeting in June-July 2018

Filing (not recording) with Clerk of Court in each County in June-July 2018

Step 2 - Initial Corridor Authority Organizational Meeting

Summary – Pursuant to ILA 2, the Authority is to hold an initial organizational meeting within 45 days of its creation. In order to keep moving matters forward, the following action items should be on the agenda:

- Election of Officers
- Adoption of Meeting By-laws
- Adoption of partial year budget
- Adoption of Procurement Policy
- Adoption of Employment Agreement with General Manager

Approval of awards and adoption of contracts with professional service providers (if solicitation processes are concluded)
Assignment of grants and other agreements to the Authority
Discussion on solicitation for financial feasibility consultant
Adoption of meeting schedule for remainder of 2018

See Tab 2 for details and refer to Step 3 below

Timing & Actions –

Meeting to be held within 45 days of the creation of Authority

Budget public hearing noticed once a week for two consecutive weeks thirty (30) days in advance

Meeting noticed at least 7 days in advance

July 2018 with date and time to be coordinated with members of the Authority Board of Directors

Step 3 - Engagement of Professional Service Providers

Summary - See Tab 3. for details

Timing & Actions --

Manager – The role of the general manager will be to attend to all Authority operations. The Board should consider naming the manager the Authority Secretary for official purposes. The position has been advertised and applications have been received. Interviews will be conducted in April. The manager will initially be retained by Washington County, but the formal hiring by the Authority will occur in or about July 2018.

Engineers – The CCNA solicitation documents have been finalized and will be released by the Authority after activation.

Planner – The solicitation documents have been finalized and will be released by the Authority after activation.

CPA -- The solicitation documents have been finalized and will be released by the Authority after activation. Once engaged, the Board should consider naming the CPA the Authority Treasurer for official purposes.

Financial Feasibility Consultant – Prior to commitments on revenue sharing agreements between the Authority and the member governments, the revenue projections included in the Authority’s latest budget projection should be reviewed, validated, or revised by an outside consultant. See Step 4 below.

Step 4 - Financial Feasibility Analysis & Revenue Sharing Agreements

Summary - The Committee’s budget projection has been prepared as an illustration through FY 2028 and contains assumptions regarding revenue sharing with the Authority. Such projections necessarily rely on numerous assumptions, such as growth within the Corridor Area and future budgeted costs. It is recommended that the Authority engage a suitably qualified professional to verify and revise, as needed, these long-term projections to ensure sufficient resources to meet the Authority’s operations and infrastructure requirements. For example, on the expense side, depending on decisions relating to ownership and operations, there may be additional Authority costs, such as operations, maintenance, billing, customer service, and lateral extensions of utility infrastructure. Similarly, on the revenue side, there are several items that should be reviewed, verified, and more fully defined prior to the Authority and the member governments entering into Revenue Sharing Agreements for all identified revenue sources. With the continued understanding that the member governments will receive 90% and the Authority will receive 10% of revenues generated by new development within the Corridor Area, in lieu of direct revenue sharing from certain legally restricted revenue sources, it may be necessary to calculate and provide for payment of an equivalent amount to the Authority from other legally available revenue sources.

Timing & Actions –

RFP for Consultant for Financial Feasibility Analysis¹ –	Release September, 2018 Award November, 2018
Completion of Financial Feasibility Analysis -	January, 2019
Revenue Sharing Agreement(s) -	See below by revenue line

A. Tax Increment Financing – the budget projection contains this revenue line, but does not set forth any “financing” assumptions. If Authority debt is required, it may be possible to work out an arrangement where the counties pledge a portion of the ad valorem increment to payment of that debt, but the parameters at this time are unknown so these revenues should not be relied on at this time. The budget projection also contains another line for Ad Valorem within the District, as discussed in B. below. These appear to be the same revenue source and the Authority should ensure it’s not double counting these revenues before finalizing any Revenue Sharing Agreement or debt instruments involving Tax Increment

¹ The same consultant can also perform the Authority’s rate study as outlined in Step 5 below.

Financing. The revenue analysis should verify the appropriate inclusion of these revenues and projections.

B. Ad Valorem Tax Increment - in addition to the Tax Increment Financing mentioned above, the budget projection also provides for the member governments to share 10% of the ad valorem revenues generated within the Corridor Area with the Authority. For this revenue line, the county member governments will both create a Tax Increment District within the Corridor Area by adoption of a local ordinance. A sample ordinance has previously been provided and is included in Tab 4.

A tax increment district uses the increase in tax revenue in a designated geographic area to fund designated activities. The counties will initially designate an area from which the increment will be taken, known as the tax increment district. After the counties have selected the tax increment district they then establish a base year, which is normally the year in which the district is established. The counties then determine the aggregate tax value of all of the property in the district, often referred to as the frozen tax base. As the tax revenues increase over this established aggregate value, the amount by which the tax revenue exceeds the established aggregate value is the tax increment.

A designated portion of the tax increment is then deposited in a special trust fund to be used only for designated purposes, which in the present case, would be transferred to the Authority by operation of the Revenue Sharing Agreement. These revenues would be available to the Authority to be used for any Authority purpose as provided in the agreement.

The revenue analysis should verify the revenue projections for future years. The time period for revenue sharing also needs to be negotiated between the Authority and the counties prior to finalization of the Revenue Sharing Agreement; however, if desired an agreement for sharing these ad valorem revenues can be accomplished in the following time frame:

Counties Adopt Tax Increment District Ordinance	July-August 2018
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Drafting of Revenue Sharing Agreement for Ad Valorem	September 2018
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Approval of Revenue Sharing Agreement for Ad Valorem	July November 2018
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C. Impact Fees – the budget projection contains an assumption that 10% of the impact fees generated within the Corridor Area will be provided to the Authority and 90% will remain with the applicable member government.

Impact Fees are regulatory fees paid by new development at the time of permitting to pay for the growth-related capital, capacity needed to serve that new development. Impact fees are legally restricted and must be held in a trust account and utilized to provide the capacity for which they were charged. They must be expended within a reasonable time to

provide the noted capacity improvements or risk being refunded to the fee payers. Impact fees cannot be used to fund Authority operations.

It wouldn't be advisable for impact fees to be shared between the Authority and its member governments unless there is a clearly defined plan for the expenditure of those revenues to provide the capital, capacity improvements for which they were imposed within the required time period. Additionally, in the event the Authority retains ownership of the utility facilities, it will be charging capacity impact fees for connections. 100% of these fees will need to remain with the Authority since they are the entity providing the utility capacity. Any capacity impact fees for plant capacity would be a 100% pass-through to the entity provider treatment plant capacity, the City of Bonifay.

The revenue analysis should verify the appropriate inclusion of these revenues and projections prior to finalizing a Revenue Sharing Agreement. Most likely, any Revenue Sharing Agreement covering a specific transfer of Impact Fee funds to the Authority will only be pursued once a specific project is identified.

Drafting of Revenue Sharing Agreement for Impact Fees	TBD
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Approval of Revenue Sharing Agreement for Impact Fees	TBD
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D. Local Option Sales Tax (§212.055, F.S.) – the budget projection contains an assumption that 10% of sales taxes generated within the Corridor Area will be provided to the Authority. The county member governments both levy a 1% local option Small County Surtax.

Holmes County's surtax expires on December 31, 2028 and was imposed to fund operations of any infrastructure as provided in Section 212.055(3), Florida Statutes. There were no additional authorized public purposes for use of the sales tax monies in the Holmes County ordinance. See Holmes County Ordinance 13-01. The estimated FY2018 revenues to Holmes County are \$969,312.

Washington County's surtax expires upon repeal by vote of the Board of County Commissioners and was imposed to fund general operations. See Washington County Ordinance 93-9. The estimated FY2018 revenues to Washington County are \$1,656,828.

Once shared with the Authority, the Authority would agree to use these revenues for the same legal, purposes as the member counties. These revenues would not be available to fund Authority general operations costs and would only be available to fund costs associated with operations of infrastructure. The current proforma budget projection indicates that each county would agree to transfer to the Authority 10% of the local option sales tax revenues generated within the Corridor Area. DOR tax payer information is generally confidential and not made available to the public so it will likely be difficult or impossible to precisely quantify the sales taxes generated within the Corridor Area. If this information is not available a different

means of determining an equitable split will need to be determined. The time period for revenue sharing also needs to be negotiated and verified between the Authority and the counties prior to entering into a revenue sharing agreement.

The revenue analysis should verify the amounts, the time periods, the authorized uses, and the method of quantifying any sales tax revenue sharing or sharing of an equivalent amount of general revenues or another legally available revenue source.

Drafting of Revenue Sharing Agreement for Sales Tax January 2019

Approval of Revenue Sharing Agreement for Sales Tax February 2019

E. Local Option Fuel Tax - the budget projection contains an assumption that 10% of local option motor fuel taxes generated within the Corridor Area will be provided to the Authority. The county member governments both levy 7 cents of local option motor fuel taxes: (i) the “Ninth Cent” pursuant to Section 336.021, Florida Statutes, and (ii) the “Original Six Cents” pursuant to Section 336.025(1)(a), Florida Statutes. Neither County imposes the additional 5 cents of motor fuel taxes authorized by Section 336.025(1)(b), Florida Statutes and that might be implemented in jurisdictions within the Corridor Area.

Holmes County’s estimated revenues for FY 2018 are as follows:

\$110,338 – Ninth Cent
\$534,052 – Original Six Cents

Washington County’s estimated revenues for FY 2018 are as follows:

\$141,666 – Ninth Cent
\$683,010 – Original Six Cents

The revenues from these gas taxes are legally restricted and must be used for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes. Transportation expenditures are defined to include those expenditures by the local government from local or state-shared revenue sources, excluding expenditures of bond proceeds, for the following programs:

1. Public transportation operations and maintenance.
2. Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
3. Roadway and right-of-way drainage.
4. Street lighting installation, operation, maintenance, and repair.

5. Traffic signs, traffic engineering, signalization, and pavement markings installation, operation, maintenance, and repair.
6. Bridge maintenance and operation.
7. Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

For the Original Six Cents proceeds, a “small county,” which includes both Holmes and Washington counties, may use the funds for non-transportation infrastructure projects if it certifies that all transportation needs in its Comprehensive Plan are met.

Once shared with the Authority, the Authority would agree to use these revenues for the same legal purposes as the member counties. These revenues would not be available to fund Authority operations costs. Given that the Authority is not expected to be immediately undertaking any transportation-related responsibilities, it may be difficult for the Authority to legally expend such funds, in which case, the parties may elect to transfer general revenues to the Authority in an amount equal to the 10% motor fuel tax projections. The current proforma budget projection indicates that each county would agree to transfer to the Authority 10% of the local option motor fuel tax revenues generated within the Corridor Area. DOR tax payer information is generally confidential and not made available to the public so it will likely be difficult or impossible to precisely quantify the sales taxes generated within the Corridor Area. If this information is not available a different means of determining an equitable split will need to be determined. The time period for revenue sharing also needs to be negotiated and verified between the Authority and the member governments prior to entering into a revenue sharing agreement.

The revenue analysis should verify the amounts, the time periods, the authorized uses, and the method of quantifying any motor fuel tax revenue sharing or sharing of an equivalent amount of general revenues or another legally available revenue source.

Drafting of Revenue Sharing Agreement for Fuel	January 2019
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Approval of Revenue Sharing Agreement for Fuel Tax	February 2019
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Step 5 - Other Necessary Actions

A. Optional Bulk Water and Wastewater Service Agreement between the Authority and the City of Bonifay. This agreement would be negotiated and approved prior to the placement of the new Authority utility facilities in service in the event the Authority utility

facilities are not transferred to City ownership. This agreement will cover the placement of a master meter, meter reading, bulk usage rates, capacity fees, and other relevant provisions governing the relationship between the City and the Authority.

Timing & Actions –

Negotiate Terms with City	Sept.-Nov. 2018
Approval of Bulk Agreement	Dec. 2018-Jan. 2019

B. *Optional Utility Operations, Billing, and Customer Service Agreement* between the Authority and a TBD Vendor. In the event the Authority retains the Authority utility facilities, it will need to engage either the City or a vendor to provide operations, billing, and customer services functions for future customer accounts serviced by the Authority.

Timing & Actions –

If contract with City:

Negotiate Terms with City	Sept.-Nov. 2018
Approval of Service Agreement	Dec. 2018-Jan. 2019
Commence Services	TBD

If contract with private provider:

Develop RFP	July – Sept. 2018
Issue RFP	October 2018
Award Contract	February 2019
Commence Services	TBD

C. *Amendments to Members’ LDCs* – as currently envisioned, the Authority will formulate Corridor Area development standards that will be applicable for all future development within the Area, including mandatory connection to the Authority’s water and wastewater utility facilities. Additionally, the Authority will perform a technical review of all development applications within the Corridor Area to ensure conformity with these adopted standards. To make these standards and the Authority’s technical review role legally binding on new development, each member government will need to prepare and process appropriate amendments to their land development codes.

Timing & Actions –

Development of Authority Standards	Sept. – Nov. 2018
Approval by Authority	Dec. 2018-Jan. 2019
Development of LDC Amendments	Jan. – Feb. 2019
Adoption of LDC Amendments	TBD

D. Authority Rate Study – as currently envisioned, the Authority will be initially providing water and sewer utility services and also development review services. Pursuant to Section 4.04 of ILA 2, the Authority will need to conduct a rate study to determine legally supportable rates for the various services, facilities, and products that it will provide to the public and then adopt a rate resolution.

Timing & Actions –

Conduct Rate Study	Dec. 2018-Feb. 2019
Advertise Hearing 20 days in advance	March 2019
Adopt Rate Resolution	April 2019

E. Authority Budget – in accordance with Section 4.03 of ILA 2, the Authority will need to prepare and adopt both a partial year budget for the remaining portions of the current Fiscal Year and a budget for FY 2019.

Timing & Actions –

Prepare Partial Year Budget	July 2018
Notice Hearing per 4.03 of ILA 2	July 2018
Adopt Partial Year Budget	August 2018
Prepare FY 2019 Budget	by July –Aug. 2018
Adopt Tentative Budget	Aug. 2018
Notice Hearing per 4.03 of ILA 2	Aug. 2018
Adopt FY 2019 Budget	Sept. 2018

F. External Auditor – the Authority will need to procure and engage an independent external auditor for annual audit functions.

Timing & Actions –

Develop RFP	July – Sept. 2018
Issue RFP	October 2018
Award Contract	Dec. 2019
Commence Services	Dec. 2018 – Jan. 2019

ADDENDUM #1
REQUEST FOR QUALIFICATIONS FOR CONTINUING
PROFESSIONAL CONSULTING SERVICES

GENERAL MANAGEMENT SERVICES

EXHIBIT C – PHASE I PLANNING GRANT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 09/17

FPN: <u>441500-1-34-01</u>	Fund: <u>EM18</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>99 (Districtwide)</u>	Contract No: <u>G0S89</u>	Vendor No: <u>F593654568001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into this 1 day of 2 2018, by and between the State of Florida Department of Transportation, ("Department"), and Opportunity Florida, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ 1913, Chapter 2017-70, LOF , SR 79 CORRIDOR, CITY OF BONIFAY PROJECT , (CSFA 55.043)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SR 79 Corridor Authority Organizational Phase, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2018. If the Recipient 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 Recipient 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement. The cost of any work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/17

shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$100,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$100,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

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- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
 - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
 - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
 - e. Travel expenses are not compensable under this Agreement.
 - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department 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 deliverables and costs incurred are received, inspected, and approved.

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

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Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 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 include the Recipient's general accounting records and the project records, together with supporting documents and records, of 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.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, 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."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

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Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement. In the event the Recipient proceeds with any phase of the Project utilizing its employees, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

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- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.
- f. The Recipient shall adhere to the Department Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 525-010-XX).

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- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance **with applicable law**.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

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- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
 - v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

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- ii. 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.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the

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coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing

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STATE-FUNDED GRANT AGREEMENT525-010-60
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in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: State Financial Assistance (Florida Single Audit Act)
 - Exhibit E: Recipient Resolution
 - *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
 - *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.


The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.


RECIPIENT Opportunity Florida

By:  Digitally signed by Richard Williams
Date: 2017.12.06 14:28:41 -05'00'

Name: Richard Williams

Title: Executive Director


STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By:  DocuSigned by:
802D0B01F4FF447...

Name: Jared Perdue, P.E.

Title: Director of Transportation Development

Legal Review:

By:  DocuSigned by:
33EDF73BC4FC496...

Name: Scott Calais

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
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Page 1 of 2**EXHIBIT "A"****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 441500-1-34-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Opportunity Florida (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: N/A

PROJECT DESCRIPTION: The purpose of this project is to support the organization and establishment of State Road 79 Corridor Authority ("Authority"). The Authority will be made up of three different local governments which include the City of Bonifay, Holmes County, and Washington County. The Authority will have the ability to contract, raise funds with limitations, and construct the sewer and water lines within the Authority area of 1,525 acres along State Road 79.

Under this project the following items will be completed:

- 1) Creation of an Interlocal Agreement for all three governments to create and activate the Authority. The Authority will be created in compliance with Florida Statutes.
- 2) Establishment of a five (5) member governing body for the Authority. One (1) member from the Bonifay City Council, One (1) member from the Holmes County Board of County Commissioners, and One (1) member from the Washington County Commissioners. In addition, both the Holmes County Board of County Commissioners and Washington County Board of County Commissioners will appoint one (1) citizen to serve.
- 3) Create and establish policies and procedures for the governing body.
- 4) Empowers the Authority to contract, raise funds with limitations, and construct the sewer and water lines within the Authority area.
- 5) Establishes the Authority Comprehensive Plan, Land Development Code and Future Land Use Maps within 1,525 acres that will be adopted as a special annex to the local governments' Comprehensive Plan, Land Development Code and Future Land Use Maps.
- 6) Establishes the interlocal relationships for revenue to fund the Authority and revenue sharing of the new revenues created by the Authority from new development and jobs created.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the amount of state funding action (receipt and disbursement of funds), any local funding action, and the funding action from any other source with respect to the project.

The Recipient shall submit all required documentation to the State of Florida for the establishment of the Authority as allowed by Florida Statutes.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by June 30, 2018
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by N/A.
- f) Construction to be completed by N/A.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue Notice to Proceed to the Recipient after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract have been reviewed and approved.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS: <u>Opportunity Florida</u> <u>Post Office Box 60</u> <u>Chipley, Florida 32428</u>	FINANCIAL PROJECT NUMBER: <u>441500-1-34-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2018	FY2019	FY2020	TOTAL
Design- Phase 34	\$ 100,000.00	\$ 0.00	\$ 0.00	\$100,000.00
Maximum Department Participation - (SR 79 CORRIDOR, CITY OF BONIFAY PROJECT)	100% or \$ 100,000.00	% or \$	% or \$	% or \$ 100,000.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	100% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$ 0.00	\$	\$	\$ 0.00
Cash	\$ 0.00	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$ 0.00	\$	\$	\$ 0.00

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SCHEDULE OF FINANCIAL ASSISTANCE

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Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:				
	\$100,000.00	\$0.00	\$0.00	\$100,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells

District Grant Manager Name

DocuSigned by:

Dustin Castells

12/13/2017 | 8:59 AM EST

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Signature

Date

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ SR 79 CORRIDOR, CITY OF BONIFAY , (CSFA 55.043)

***Award Amount:** \$100,000

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

OPPORTUNITY FLORIDA

Minutes of Opportunity Florida Executive Committee Meeting Monday, November 20, 2017, 9:00 a.m. Central Conference Call

Executive Committee Members Present:

Johnny Eubanks

Antonio Jefferson

Ted Everett

Allara Gutcher

Vicki Montford

Staff Present:

Richard Williams

Roy Baker

Susan Estes

Chairman Antonio Jefferson called the meeting to order at 9:03 a.m.

Resolution Agreement

A contract with FDOT on behalf of the Holmes-Washington Highway 79 Corridor Project was proposed. Opportunity Florida will serve as the financial pass-through. Opportunity Florida will represent Holmes County, Washington County and the City of Bonifay. Opportunity Florida will serve as the management for the committee established by the three entities. The contract will be in effect until the Authority has been set up and responsibilities can be transferred to the new Inter Governmental Authority. Ted Everett said the group hopes to have the second interlocal agreement by June upon which time the Authority will take over and begin to build water and sewer lines.

Opportunity Florida will serve as a pass through for the funds and there will be no other fiscal impact to Opportunity Florida except staff time. Antonio Jefferson noted that it was important to put a value on this service in order to show the importance and worth of Opportunity Florida to the counties and the region. Staff will track time on this project.

Allara Gutcher made a motion to approve the contract and Vicki Montford seconded the motion. Ted Everett abstained from the vote. The motion was approved.

The chair asked for a roll call vote and each of the members available to vote were polled and delivered a yes vote.

Rural Summit

Antonio Jefferson and Richard Williams will be meeting with NFEDP later today to discuss the Summit. The originally scheduled closing speaker will not be able to attend. A search is underway to secure a new speaker.

Scholarship Approvals

Ted Everett made a motion to approve scholarships for Jim Peacock, Nick Harwell & Jim Dean to attend the Rural Summit; Vicki Montford seconded and the motion was passed without dissent.

Other Business

Richard Williams and Roy Baker will be attending two of the legislative delegations later today. They have met with Senator Montford's office and it is possible the SSI may receive more funding.

Williams reported on a conference call that included David Melvin and FGNW and focused on the efforts to access 5% of the 25% funding from the BP Triumph Settlement. FGNW does not want this to proceed. David Melvin intends to meet with Senator Montford concerning this.

Williams has proposed changes to the contract between Opportunity Florida and CareerSource Chipola. The changes include moving the end date to June 30 of each year and adding \$5,000 to bring the contract amount to \$130,000. The addition is to cover raises and benefits. Antonio Jefferson asked that staff meet with Allara Gutcher to discuss the changes and ensure a clear understanding of the expenditures. He asked that staff create a survey to be distributed to the members to evaluate satisfaction with Opportunity Florida and to ensure the staff is meeting their expectations.

The meeting was adjourned at 9:27 a.m.

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Page 1 of 1**ATTACHMENT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

To: Dustin.Castells@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G0S89

12/12/2017

CONTRACT INFORMATION

Contract:	G0S89
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	OPPORTUNITY FLORIDA
Vendor ID:	F593654568001
Beginning Date of This Agreement:	12/11/2017
Ending Date of This Agreement:	06/30/2018
Contract Total/Budgetary Ceiling:	ct = \$100,000.00
Description:	SR 79 Corridor Authority Organizational Phase

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/12/2017

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55033040345
Expansion Option:	AH
Object Code:	751000
Amount:	\$100,000.00
Financial Project:	44150013401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2018
Budget Entity:	55100100
Category/Category Year:	088849/18
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$100,000.00



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

1/2/2018 | 2:55 PM EST

Mr. Richard Williams, Executive Director
Opportunity Florida
Post Office Box 60
Chipley, Florida 32428

Subject: SR 79 Corridor Authority Organizational Phase
State Fund Grant Agreement – Notice to Proceed
Financial Project ID: 441500-1-34-01
Contract Number: G0S89

Dear Mr. Williams:

Please find attached a fully executed agreement for the above referenced project. This letter shall serve as the official Notice to Proceed (NTP) for the project.

Remember that all changes in scope must be approved by the Department before proceeding. Any project limit changes will be considered ineligible for reimbursement without the appropriate approvals. In addition, all costs incurred in excess of the executed agreement amount and those costs incurred past the expiration date of the agreement will be the responsibility of the Agency.

The project shall be carried out in accordance with the executed agreement and applicable Florida Law. Should you have questions or need additional information, please contact Dustin Castells at (850) 330-1227 or Myra Suggs at (850) 330-1303.

Sincerely,

DocuSigned by:

Dustin Castells

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Dustin Castells
Local Programs Administrator