

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/18/2015

Contract/Lease Control #: C15-2329-PW

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: FLORIDA DOT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/26/2015

Term: 06/26/2025

Description of Contract/Lease: TRAFFIC MGMT CENTER PROJECT JPA 220239-4-88-01

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

Financial Project Number: 220239-4-88-01
COUNTY: OKALOOSA

**JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
OKALOOSA COUNTY**

Traffic Management Center Project

Financial Project: 220239-4-88-01

This AGREEMENT is between the State of Florida Department of Transportation, hereinafter referred to as the DEPARTMENT, and Okaloosa County, State of Florida, with offices at 1759 South Ferdon Boulevard, Crestview, Florida 32536 hereinafter referred to as the COUNTY.

1. The DEPARTMENT and COUNTY are desirous of having the COUNTY conduct a Traffic Management Center deployment project in support of the existing regional advanced transportation management system in Okaloosa County, the scope of which is further described in Attachment A which is attached hereto and made a part hereof, hereinafter referred to as the PROJECT;
2. The DEPARTMENT is prepared to reimburse the COUNTY for direct costs of the PROJECT up to a maximum amount of THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) that it has allocated in each of its fiscal years designated as FY 2015, FY 2016, and FY 2017, for a total of NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00) over the course of the AGREEMENT. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years;
3. The functions and services enumerated in this AGREEMENT are in the interest of both the DEPARTMENT and the COUNTY, and it would be more practical, expeditious, and economical for the COUNTY to perform such activities; and
4. The COUNTY by a vote of its Board of County Commissioners on June 16th, 2015 has authorized the proper COUNTY officials to enter into this AGREEMENT. A copy of the minutes or resolution of said meeting is further described in Attachment C.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the parties agree to the following:

5 – SERVICES AND PERFORMANCE

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.
- B. The COUNTY 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, identified as Project Number 220239-4-88-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Attachment A – Scope of Work.
- C. The COUNTY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The COUNTY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM").
- E. If the COUNTY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The COUNTY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. The COUNTY:
 - i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the AGREEMENT; and
 - ii). Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT 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 term of the AGREEMENT.
- H. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE COUNTY

Okaloosa County Public Works, Traffic Operations Division
1759 South Ferdon Boulevard
Crestview, Florida 32536
Attn: Dr. Randall K. Showers, P.E., County Traffic Engineer

FOR THE DEPARTMENT

Florida Department of Transportation
District Traffic Operations Office
Post Office Box 607
Chipley, Florida 32428
Attn: Cliff Johnson, District Traffic Systems Specialist

6 – COMPENSATION AND PAYMENT

- A. The DEPARTMENT shall reimburse the COUNTY in a lump sum or partial payments for direct costs of the PROJECT. The parties agree that the DEPARTMENT's maximum participation shall not exceed **THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00)** that it has allocated in each of its fiscal years designated as FY 2015, FY 2016, and FY 2017 for a total of **NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00)** over the course of the AGREEMENT. However, it shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the COUNTY'S sole responsibility. The Measurement and Payment is included as Attachment B.
- B. The DEPARTMENT shall reimburse the COUNTY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the COUNTY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable deliverables as established in Attachment A – Scope of Work. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum

level of service to be performed based on the criteria for evaluating successful completion as specified in Attachment A – Scope of Services was met.

- i). See the Attachment B for additional measurement and payment provisions.
- E. The COUNTY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY 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 COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. The COUNTY should be aware of the following time frames. Upon receipt, the DEPARTMENT shall have twenty (20) working days to inspect and approve the goods and services. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1),

F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY 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.

- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. The DEPARTMENT shall make payment(s) by check payable to the Okaloosa County Board of County Commissioners, and forward payment(s) to: **Okaloosa County Finance Department, 101 East James Lee Blvd., Crestview, Florida 32536.**
- K. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.
- L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.
- M. 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 for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY'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.
- N. There shall be no reimbursement for travel expenses under this AGREEMENT.

- O. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

7 – INDEMNITY AND INSURANCE

- A. It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the 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 COUNTY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the COUNTY or any subcontractor, in connection with this AGREEMENT. Additionally, the COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this AGREEMENT.

“To the fullest extent permitted by law the COUNTY’S contractor shall indemnify and hold harmless the COUNTY, the State of Florida, Department of Transportation, and its 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 contractor and persons employed or utilized by contractor in the performance of this Contract.

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 COUNTY’S sovereign immunity.

To the fullest extent permitted by law, the COUNTY’S consultant shall indemnify and hold harmless the COUNTY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the 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 COUNTY’S sovereign immunity.”

- B. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public

liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The COUNTY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

8 – COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Specifically, if the COUNTY is acting on behalf of a public agency the COUNTY shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COUNTY.
2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COUNTY upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The

COUNTY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COUNTY and shall promptly provide the DEPARTMENT a copy of the COUNTY'S response to each such request.

- B. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The COUNTY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.
- D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- G. Any Project funds made available by the DEPARTMENT pursuant to this Agreement which are determined by the DEPARTMENT to have been expended by the COUNTY in violation of this AGREEMENT or any other applicable law or regulation shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the COUNTY 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.
- H. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract

to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

9 - TERMINATION AND DEFAULT

- A. If the DEPARTMENT determines the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.
- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the COUNTY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.
- D. If the AGREEMENT is terminated before performance is completed, the COUNTY 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 will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

10 - MISCELLANEOUS

- A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a ten (10) year term from the date of execution of this AGREEMENT, whichever occurs first.
- E. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

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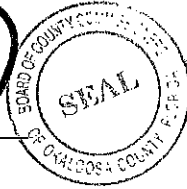
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth below.

OKALOOSA COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 

Nathan D. Boyles
Chairman
Board of County Commissioners



By: 

James T. Barfield, P.E.
District Secretary

Date: 6-16-15

Date: 6/29/15

ATTEST:

By: 

Name: Garry J. Stanford
Title: Finance Director (Seal)



ATTEST:

By: 

Krissy Cook
Executive Secretary (Seal)

LEGAL REVIEW: (optional)

By: 

County Attorney

LEGAL REVIEW:

By: 

Office of the General Counsel

ATTACHMENT A

Scope of Work:

The Okaloosa-Walton Transportation Planning Organization (TPO) has identified a candidate Traffic Operations Center Upgrade Project in its Project Priorities document. The latest revision of the document, entitled, "FY 2016–FY 2020 Okaloosa-Walton Transportation TPO Project Priorities," which was adopted by the TPO on September 18, 2014, promoted the value of such a project at \$1,000,000.

The DEPARTMENT has allocated funding in its Five Year Work Program toward the Traffic Operation Center Project in the amounts of \$300,000 recurring in each of its fiscal years designated as FY 2015, FY 2016, and FY 2017 for a total of \$900,000. Any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years.

The \$900,000 in total funding allocated by the DEPARTMENT through FY 2017 is to be utilized by the COUNTY toward to the cost of the Traffic Operations Center Upgrade Project. Due to the fact that the COUNTY is still in the planning stages of the project, the funding is anticipated to be utilized toward costs associated with the renovation, construction, or lease of a new or upgraded facility, whether standalone or to be collocated with another COUNTY office. Whether a newly constructed or renovated facility, portions of the funding may be utilized for design, permitting, site preparation, demolition, construction, inspection, technology fit-out, or other activities or services associated with a defined goal of establishing a new or upgraded Traffic Operations Center facility.

ATTACHMENT B

Measurement and Payment:

The COUNTY shall expend funds allocated under this AGREEMENT to the direct costs associated with the renovation, construction, or lease of a new or upgraded Traffic Operations Center facility as detailed in Attachment A – Scope of Work. Invoices and other backup documentation for design, permitting, site preparation, demolition, construction, inspection, technology fit-out, or other activities or services shall be clearly associated with the associated goal of establishing a new or upgraded Traffic Operations Center facility. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the COUNTY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the COUNTY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The COUNTY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

ATTACHMENT C

**BOARD OF COUNTY COMMISSION
RESOLUTION OR MEETING MINUTES
FOR FPID: 220239-4-88-01**

RESOLUTION 15- 124

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS; APPROVING JOINT PROJECT AGREEMENT (FIN PROJ 220239-4-88-01) FOR THE PURPOSE OF A TRAFFIC MANAGEMENT CENTER PROJECT

WHEREAS, the Florida Department of Transportation has been granted the authority to enter into a Joint Participation Agreement with Okaloosa County granting funding to undertake the resolved project, and

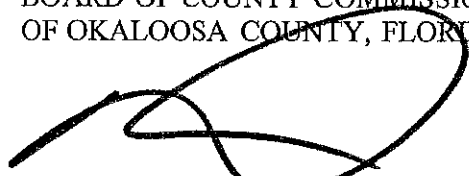
WHEREAS, the County agrees to provide the scope of work as presented in Attachment "A" of the attached Joint Participation Agreement (JPA), and to abide by the mutual covenants, promises and representations contained therein;

NOW THEREFORE, be it resolved by the Board of County Commissioners of Okaloosa County as follows:

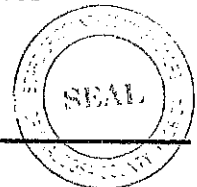
1. The Board approves the attached JPA
2. The Chairman is authorized to execute the Agreement on behalf of the Board.

DULY ADOPTED THIS 16th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA




NATHAN D. BOYLES
Chairman



ATTEST:

CLERK OF THE CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


J.D. PEACOCK, II
Clerk and Comptroller

