

RESOLUTION 2012-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEXICO BEACH, FLORIDA, TO APPROVE THE CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF S.R. 30 (U.S. HWY 98) RIGHT-OF-WAYS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City recognizes the need to remove litter and mow right-of-ways along S.R. 30 (U.S. Highway 98) to sustain an attractive appearance along the City's main thoroughfare; and

WHEREAS, the City recognizes the same need by the Florida Department of Transportation; and

WHEREAS, the Florida Department of Transportation desires to contract with the City of Mexico Beach to provide litter removal and mowing services to sustain an attractive appearance along the City's main thoroughfare; and

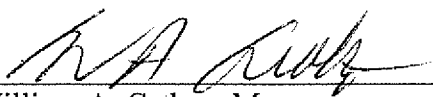
WHEREAS, the City of Mexico Beach acknowledges that such a contract is in the best interest of the City,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH, FLORIDA:

1. To enter into a contract with the Florida Department of Transportation
2. To accept the basic contract which commences on July 1, 2012 and continues until June 30, 2013.

INTRODUCED AND ADOPTED by the regular meeting of the City Council of the City of Mexico Beach this 13th day of March, 2012.

CITY OF MEXICO BEACH, FLORIDA



William A. Cathey, Mayor

ATTEST:



Deborah A. McLeod, City Clerk



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

March 1, 2012

Mr. Chris Hubbard, City Administrator
City of Mexico Beach
Post Office Box 13425
Mexico Beach, Florida 32410

RE: Memorandum of Agreement with City of Mexico Beach

Dear Mr. Hubbard:

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

Please return your executed agreements to our office by April 30, 2012. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible.

We appreciate your assistance in preparation of this agreement. When final execution is accomplished, a copy will be forwarded to you for your records. If you have any questions, please feel free to call Thalon Hobbs, District Maintenance Contracts Administrator toll-free at 1-888-638-0250, extension 727 or via e-mail at thalon.hobbs@dot.myflorida.com.

Sincerely,

Thalon P. Hobbs
District Maintenance
Contracts Administrator

Enclosure

cc: Mr. Harvey Brewton, Ms. Mary Meekins, Ms. Dustie Moss

CONTRACT NO. _____
FINANCIAL PROJECT NO. 42378217831
F.E.I.D. NO. 591220917002

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the City of Mexico Beach, a political subdivision of the State of Florida, existing under the Laws of Florida, "City".

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 lane (State Road 30 (U.S. 98) highway facilities outlined in Exhibit "A" (Scope of Services) attached hereto and incorporated by reference herein, within the corporate limits of the City; and

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

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

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

WHEREAS, the City by Resolution No. _____ dated _____, 2012, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

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

1. The City shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf in accordance with the guidelines set forth by the DEPARTMENT on an annual basis.
 - B. Removal of all litter and debris from within the limits of the highway rights-of-way.

The above named functions to be performed by the City shall be subject to periodic inspections by the DEPARTMENT. Such inspection findings will be shared with the City and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the City has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of Mr. Chris Hubbard, City Administrator, Post Office Box 13425, Mexico Beach, Florida 32410 to place said City, on notice thereof. Thereafter, the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - (a) Maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the City's payment said work or part thereof, or
 - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by DEPARTMENT or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the City for the reasonable cost of such removal.
3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The City shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.

4. The DEPARTMENT agrees to pay to the City quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$ 3,426.93 per quarter for a total sum of \$ 13,707.72 per year.
 - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the City in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
 - (c) Supporting documentation must establish that the deliverables were received and accepted in writing by the City and must also establish that the required minimum level of service to be performed as specified in Paragraph 1 was met, and that the criteria for evaluating successful completion as specified in Paragraph 1 was met.
 - (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the City's general accounting records, together with supporting documents and records, of the City and all subcontractors performing work, and all other records of the City and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
 - (a) By the DEPARTMENT if the City fails to perform its duties under Paragraph 2, following ten (10) days written notice.
 - (b) By the DEPARTMENT, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the City in conjunction with this agreement.
 - (c) By either party following sixty (60) calendar days written notice.
 - (d) By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.
6. The term of this Agreement commences on July 1, 2012 and continues thru June 30, 2013.
7. This Agreement may be renewed on a yearly basis, for a maximum of two one-year renewals. Any renewal must be agreed upon by both parties in writing thirty (30) days prior to the expiration of the existing agreement.
 - (a) This Agreement and all subsequent renewals are subject to availability of funds. Any renewal of this Agreement will be paid according to the terms of this Agreement.
 - (b) Any renewal shall be contingent upon satisfactory performance by the DEPARTMENT as described in Paragraph 1 above.
8. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement verbal or written made in violation of this subsection shall be null and void, and no money shall be paid thereon. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitments of funds. Nothing herein shall prevent the making of agreements for a period exceeding one year, but any agreement 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 agreements of the Department which for any amount in excess of twenty-five thousand dollars and having a term for a period of more than one year."
9. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
10. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

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

If a warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the City. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

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

12. This Agreement may not be assigned or transferred by the City in whole or in part without consent of the DEPARTMENT.
13. City:
 - (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract; and
 - (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
15. Travel expenses are not authorized under this Agreement.
16. The City shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The City shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
17. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
18. The City and the DEPARTMENT agree that the City, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
19. 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
20. The effective date of this Agreement shall be the latest date on which either party executes this Agreement.

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

CITY OF MEXICO BEACH

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST: _____ (Seal)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary for District Three
DATE: _____

ATTEST: _____ (Seal)
Executive Secretary

LEGAL REVIEW:

Office of the General Counsel

EXHIBIT "A"
THE CITY OF MEXICO BEACH

NOTE:

1. S.R. 30 (U.S. 98), County Section No. 46030, from west city limits of Mexico Beach (M.P.13.998) to west city limits (M.P.18.441).

COST ESTIMATES FOR ONE YEAR

PAY ITEM NO.	ACT. NO.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-3	485	MOWING, SMALL MACHINE	0.294 AC	\$ 115.59	7	\$237.88
E104-4-4	484	MOWING INTERMEDIATE	26.302 AC	\$ 50.27	7	\$9,255.41
E110-30	541	LITTER REMOVAL	54.450 AC	\$6.45	12	\$4,214.43
		GRAND TOTAL				\$13,707.72

(QUARTERLY: \$3,426.93)