

COLUMBIA COUNTY ECONOMIC DEVELOPMENT ADVISORY BOARD

**259 NE Franklin, Suite 101
Lake City, FL 32055**

**MEETING LOCATION: LAKE SHORE HOSPITAL AUTHORITY
259 NE Franklin, Suite 102, Lake City, FL 32055**

**MEETING DATE & TIME: DECEMBER 3, 2014
8:30 A.M.**

AGENDA

- 1. Call to Order: Commissioner Ron Williams**
- 2. Pledge to U.S. Flag**
- 3. Roll Call**
- 4. Request Guest to Sign In**
- 5. *Approve Minutes from Board Meeting Held November 5, 2014**
- 6. *Accept the Financials for the Month Ending October 2014**
- 7. Old Business**
- 8. New Business**
 - a. Propose a Interlocal Agreement with City of Lake City for Rural Infrastructure Fund Grant**
- 9. Next Advertised Meeting: January 7, 2015**
- 10. Adjournment**



***DENOTES BOARD ACTION REQUIRED**

Economic Development Board

November 5, 2014

The Economic Development Board (“EDB”) met in a regularly scheduled meeting. The meeting came to order at 8:30 a.m. at the Lake Shore Hospital Authority Building.

Committee Members Present:

Ronald Williams, Stephen Douglas, Wendell Johnson, Gus Rentz, Karen Meeks, Marc Vann, Jeff Simmons, Charles Hall and Glenn Owens.

Absent:

Terry Dicks.

Others Present:

Attorney Joel Foreman, and Director Glenn Hunter

Minutes

MOTION and second to approve the minutes of October 8, 2014. The motion carried unanimously.

Financial Reports

MOTION and second to accept the reports for the month ending September 2014. The motion carried unanimously

Old Business

Director Hunter thanked the Board for their patience and commitment during the 6 months of his tenure. He advised that he would like to reinstitute the Planning Committee and the Site Committee for considering additional properties and buildings that could be added to the database. He would also like to form a workforce committee to address issues that may be presented by local existing businesses/industry.

The following topics were discussed briefly without any action being taken:

- Bell Road – infrastructure of water/sewer
- Project CNG – moving forward, purchasing equipment

Director Hunter reviewed the expansion plans for Lake City Medical Center, and discussed the proposed improvements for Timco (a/k/a Haeco), which is 1.3 million dollar project which is made possible through a joint venture between the City, County and State (30% State, 50/50 split City/County.)

City Manager Wendell Johnson recommended a representative of Timco be invited to make a presentation to the Economic Development Board in the near future. Mr. Johnson also indicated that the City Council has given an approval for improvements to Taxiway at the airport. Finally, he advised all that the airport's airshow is proposed for October of 2016.

New Business

Director Hunter opened the discussion for the letter of intent to make improvements to the Blanche hotel in partnership with IDP. The City Council approved an economic impact study as this project could be a significant boost in downtown revitalization. It is recommended that Commission review and embrace the concept of partnering with the City and private (IDP).

MOTION and Second to provide the letter of intent for the Board of County Commissioners review. The motion carried unanimously.

Next Meeting

The Board will meet again on December 03, 2014 at 8:30 a.m. at the Lake Shore Hospital Authority building.

Adjournment

There being no further business, the meeting adjourned at 9:30 a.m.

Attest:

P. DeWitt Cason
Clerk of Circuit Court

Ronald Williams, Chairman
Economic Development Board

Expense Account Transactions

Printed: 11-25-2014

Showing all transactions recorded between: 10/1/2014 and 10/1/2014

<u>PO NMB.</u>	<u>ACCT PER.</u>	<u>VENDOR/DESC</u>	<u>DATE</u>	<u>CD</u>	<u>ENC.</u>	<u>TRANS AMOUNT</u>	<u>ACCRUING BALANCE</u>
ECONOMIC DEVELOPMENT							
304-2000-552.10-12 ECONOMIC DEVELOPMENT / SALARIES							
		BEGINNING BALANCE	6/25/2014	BB	0.00		133,851.00
		PAYROLL SUMMARY	10/2/2014	AJ	0.00	-4,340.43	129,510.57
		PAYROLL SUMMARY	10/16/2014	AJ	0.00	-4,378.90	125,131.67
		PAYROLL SUMMARY	10/30/2014	AJ	0.00	-4,378.90	120,752.77
304-2000-552.10-21 ECONOMIC DEVELOPMENT / FICA TAXES							
		BEGINNING BALANCE	6/25/2014	BB	0.00		10,240.00
		PAYROLL SUMMARY	10/2/2014	AJ	0.00	-303.52	9,936.48
		PAYROLL SUMMARY	10/16/2014	AJ	0.00	-306.45	9,630.03
		PAYROLL SUMMARY	10/30/2014	AJ	0.00	-334.98	9,295.05
304-2000-552.10-22 ECONOMIC DEVELOPMENT / RETIREMENT							
		BEGINNING BALANCE	6/25/2014	BB	0.00		24,323.00
		PAYROLL SUMMARY	10/2/2014	AJ	0.00	-770.07	23,552.93
		PAYROLL SUMMARY	10/16/2014	AJ	0.00	-772.90	22,780.03
		PAYROLL SUMMARY	10/30/2014	AJ	0.00	-772.90	22,007.13
304-2000-552.10-23 ECONOMIC DEVELOPMENT / HEALTH & LIFE INSURANCE							
		BEGINNING BALANCE	6/25/2014	BB	0.00		13,200.00
		PAYROLL SUMMARY	10/2/2014	AJ	0.00	-550.00	12,650.00
		PAYROLL SUMMARY	10/16/2014	AJ	0.00	-550.00	12,100.00
304-2000-552.10-24 ECONOMIC DEVELOPMENT / WORKERS COMP							
		BEGINNING BALANCE	6/25/2014	BB	0.00		595.00
		WORKER COMP. TREVOR HICKMAN INSURANCE, LLC	10/1/2014	AP	0.00	-6.49	588.51
		WC PREFERRED GOVERNMENTAL INS. TRT	10/14/2014	AP	0.00	-114.61	473.90
		WC PREFERRED GOVERNMENTAL INS. TRT	10/21/2014	AP	0.00	-39.67	434.23
304-2000-552.30-40 ECONOMIC DEVELOPMENT / TRAVEL & PER DIEM							
		BEGINNING BALANCE	6/25/2014	BB	0.00		25,000.00
F62806		DEBBIE MOTES SEPTEMBER 2014 TRAVEL VOU	10/2/2014	EN	105.91	0.00	24,894.09
304-2000-552.30-41 ECONOMIC DEVELOPMENT / COMMUNICATIONS							
		BEGINNING BALANCE	6/25/2014	BB	0.00		5,000.00

<u>PO NMB.</u>	<u>ACCT PER.</u>	<u>VENDOR/DESC</u>	<u>DATE</u>	<u>CD</u>	<u>ENC.</u>	<u>TRANS AMOUNT</u>	<u>ACCRUING BALANCE</u>
	VERIZON	VERIZON WIRELESS	10/21/2014	AP	0.00	-76.85	4,923.15
304-2000-552.30-44 ECONOMIC DEVELOPMENT / RENTAL & LEASES							
	BEGINNING BALANCE		6/25/2014	BB	0.00		15,000.00
023414	RENT OCT. 2014	LAKE SHORE AUTHORITY	10/1/2014	AP	1,000.00	-1,000.00	15,000.00
023415	RENT NOV. 2014	LAKE SHORE AUTHORITY	10/10/2014	AP	1,000.00	-1,000.00	15,000.00
	ED	WASTE PRO - LAKE CITY	10/14/2014	AP	0.00	-12.25	14,987.75
F63236	LANIER COPIER LEASE AGREE	GREAT AMERICA FINANCIAL SVCS	10/16/2014	AP	100.23	-100.23	14,987.75
F63236		GREAT AMERICA FINANCIAL SVCS LANIER COPIER LEASE AGREE	10/16/2014	EN	100.23	0.00	14,887.52
F63398	COMMERCIAL SOLID WASTE 11	WASTE PRO - LAKE CITY	10/20/2014	AP	12.25	-12.25	14,887.52
023414	PO ENTRY	LAKE SHORE AUTHORITY FIELD PURCHASE	10/20/2014	EN	1,000.00	0.00	13,887.52
023415	PO ENTRY	LAKE SHORE AUTHORITY FIELD PURCHASE	10/20/2014	EN	1,000.00	0.00	12,887.52
F63398		WASTE PRO - LAKE CITY COMMERCIAL SOLID WASTE 11	10/20/2014	EN	12.25	0.00	12,875.27
F63286	COPIER USAGE FEES	MCCRIMON'S OFFICE SUPPLY	10/22/2014	AP	91.89	-91.89	12,875.27
F63286		MCCRIMON'S OFFICE SUPPLY COPIER USAGE FEES	10/22/2014	EN	91.89	0.00	12,783.38
304-2000-552.30-45 ECONOMIC DEVELOPMENT / GENERAL INSURANCE							
	BEGINNING BALANCE		6/25/2014	BB	0.00		7,500.00
	GENERAL LIABILITY	FLORIDA ASSOC. OF CO., TRUST	10/14/2014	AP	0.00	-1,998.64	5,501.36
	BUSINESS AUTO	PUBLIC RISK INSURANCE AGENCY	10/14/2014	AP	0.00	-5,050.53	450.83
304-2000-552.30-54 ECONOMIC DEVELOPMENT / DUES & SUBSCRIPTIONS							
	BEGINNING BALANCE		6/25/2014	BB	0.00		12,500.00
023516	PARTNERSHIP DUES	NORTH FLORIDA ECONOMIC	10/1/2014	AP	6,772.90	-6,772.90	12,500.00
F62808	MEMBERSHIP 2015	CHAMBER OF COMMERCE	10/2/2014	AP	195.00	-195.00	12,500.00
023416	MEMBERSHIP DUES	IEDC	10/2/2014	AP	385.00	-385.00	12,500.00
F62808		CHAMBER OF COMMERCE MEMBERSHIP 2015	10/2/2014	EN	195.00	0.00	12,305.00
023416	PO ENTRY	IEDC FIELD PURCHASE	10/20/2014	EN	385.00	0.00	11,920.00

**FUNDING AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF LAKE CITY**

THIS RURAL INFRASTRUCTURE FUND GRANT AGREEMENT (this “Agreement”) is made and entered into in the City of Tallahassee, Leon County, Florida, by and between the Department of Economic Opportunity (“DEO”), an agency of the State of Florida, located at 107 E. Madison Street, MSC 160, Tallahassee, Florida 32399, and City of Lake City (“Recipient”), located at 205 N. Marion Avenue, Lake City, Florida 32055. DEO and Recipient are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Legislature of the State of Florida, by enacting section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“the Fund”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development; and

WHEREAS, DEO is responsible for administering grants from the Fund; and

WHEREAS, based on the application submitted under section 288.0655, F.S. (the “Application”), for the project described therein (the “Project”), submitted by Recipient (in such capacity, “the Applicant”), DEO has determined that the Applicant satisfies the requirements necessary to receive a grant of funds from the Fund; and

WHEREAS, this Agreement is neither a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida. Payment of funds under the Program is conditioned and subject to the specific annual appropriations by the Florida Legislature, and DEO shall be solely responsible for verifying the availability of such funds.

NOW, THEREFORE, for and in consideration of the agreements, covenants, and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. AGREEMENT MANAGERS:

The Parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties’ Agreement Managers or their designees. DEO’s Agreement Manager, Connie Norman, Government Analyst I, will ensure compliance with all of the terms and provisions of this Agreement. Recipient’s Agreement Manager is Nick

Harwell, Airport Manager, City of Lake City. Either Party may change its Agreement Manager at any time by written notice to the other in accordance with Section 2 of this Agreement. Designation of a new Agreement Manager shall not require a formal amendment of this Agreement.

Section 2. CONTACT INFORMATION AND NOTICE REQUIREMENTS:

All notices between the Parties provided for herein shall be sent to the designated Agreement Manager for the respective Party by confirmed electronic mail, business mail service, or certified mail, return receipt requested, using the following contact information:

Connie Norman, Grants Specialist V
Florida Department of Economic Opportunity
107 East Madison Street, MSC 160
The Caldwell Building
Tallahassee, Florida 32399
Email: connie.norman@deo.myflorida.com

Nick Harwell, Airport Manager
City of Lake City
3524 U.S. Hwy 90 East
Lake City, Florida 32055
Email: harwelln@lcfla.com

The contact information provided above for either Party may be changed upon reasonable notice to the respective Party in accordance with the requirements of this Section. Such changes shall not require a formal amendment to this Agreement.

Section 3. TERM: This Agreement is effective as of July 15, 2014 (“Effective Date”), through July 14, 2016, unless earlier terminated pursuant to Section 11. Notwithstanding the forgoing, the provisions of Sections 1, 3, 6, 7, 11, 16, 17, 24, 27, 28, 29, and 31 shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 17 shall terminate in accordance with the requirements of Section 11.

Section 4. AWARD OF FUNDS: DEO hereby awards Recipient funding from the Fund in an amount not to exceed \$406,500.00 (the “Project Funds”) from fiscal year 2014/2015 (“FY 14/15”) appropriations, which shall be made available to Recipient for allowable expenditures on a cost reimbursement basis. Receipt of Project Funds shall be subject to the conditions set forth in this Agreement as a whole, and specifically within Section 5.

Section 5. PROJECT FUNDS CONDITIONS: Recipient shall comply with the following conditions on the receipt and use of Project Funds:

- (a) Release of Project Funds by DEO is contingent upon satisfaction of the requirements of Section 6 of this Agreement;
- (b) DEO shall remit funds to Recipient upon DEO’s receipt and approval of a written invoice from Recipient, which shall be accompanied by supporting documentation such as canceled checks, bills, invoices, statements, or other documents of incurred costs duly submitted and certified by Recipient; invoices shall include description of work performed, unit cost and certification from a licensed engineer certifying that activities were performed in accordance with the plans;

- (c) DEO shall remit funds up to 30% to each approved invoice, total reimbursement not to exceed \$406,500.
- (d) Supporting documentation must be received by DEO no later than fifteen (15) calendar days from the end of the month for which Recipient requests reimbursement;
- (e) DEO shall remit funds to Recipient under this Agreement only for allowable costs and shall only reimburse the amounts for which proof of payment and documentation has been provided;
- (f) Recipient shall refund to DEO the balance of any unobligated funds which have been advanced or paid to Recipient;
- (g) Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its subrecipients are entitled under the terms and conditions of the Agreement in accordance with section 215.971(1)(f), F.S.; and
- (h) The total of all payments under this Agreement shall not exceed \$406,500.00.

Section 6. COVENANTS OF RECIPIENT: Recipient agrees that:

- (a) The Project Funds under this Agreement shall be expended solely for the project (“Project”) described in Exhibit A, *Scope of Work*, and within the budget set forth in Exhibit B, *Project Budget*.
- (b) The types of allowable expenses under this Agreement are set forth in Exhibit B, *Project Budget*.
- (c) Recipient shall fully comply with the performance measures and minimum standards in Exhibit A, *Scope of Work*, as determined by DEO in its reasonable discretion.

Section 7. REPORTING REQUIREMENTS: Recipient shall be responsible for submitting all of the following reports and agrees that:

- (a) Within fifteen (15) calendar days after the end of each quarter (the “Reporting Quarter”), beginning with the quarter ending December 31, 2014, Recipient shall provide to DEO a written status report (“Quarterly Report”) outlining Recipient’s progress in completion of the Project during the Reporting Quarter. Such Quarterly Report shall include:
 - i. A summary of Recipient’s actual Project expenditures since the Effective Date;
 - ii. The percent of work completed for activities indicated in Exhibit B;
 - iii. A summary and explanation of any changes in the Project budget;
 - iv. A summary and explanation of any other material changes that may affect the outcome of the Project; and
 - v. A report on the use of Minority and Service-Disabled Veteran Business Enterprises as described in Section 14(d).
- (b) Within 60 calendar days of completion of the Project, Recipient shall provide a final report (the “Final Report”) which summarizes the Project and includes a final accounting report. In addition, the Final Report shall include:
 - i. A summary of the total project costs paid from Project Funds made available pursuant to this Agreement, including a detailed comparison of planned expenditures and actual expenditures;
 - ii. A list of additional funding sources used to complete the Project, including, but not limited to, state or federal grants, loans, local funding or in-kind match; and
- (c) Failure to timely submit a satisfactorily completed report, including the Quarterly Reports and the Final Report, as required by this Section shall result in assessment of a financial consequence in the amount of twenty-five dollars (\$25) per business day beyond the applicable due date until it is received. DEO may deduct the amount of the assessed financial consequence from the disbursement amount due to Grantee. If Grantee has only one (1) instance of failure to timely

submit a report, DEO, in its sole discretion, may waive assessment of the financial consequence if the submittal is made within fifteen (15) business days of the due date. In the event that Grantee submits written explanation of extenuating circumstances which prevented timely submittal, DEO may, in its sole discretion, reduce the amount of the financial consequence assessed against Grantee.

Section 8. FINANCIAL CONSEQUENCES: DEO shall apply the financial consequences for failures of performance as specified in Section 7(c) above and Section C of Exhibit A, Scope of Work.

Section 9. REPRESENTATIONS AND WARRANTIES OF RECIPIENT: Recipient hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Recipient submits each submittal required under this Agreement, and the dates on which Recipient receives any Program Funds pursuant to this Agreement:

- (a) Authorization and Binding Obligation. Recipient has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated by it have been duly authorized by all necessary entity action on the part of Recipient. This Agreement has been duly executed and delivered by Recipient and, assuming the due authorization, execution and delivery of this Agreement by DEO constitutes the legal, valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).
- (b) Conflicts. Recipient presently has no interest and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of services to be provided under this Agreement. Recipient agrees to use its best efforts to maximize the services provided under this Agreement and agrees to refrain from any self-dealing or activity that would that would create the appearance of impropriety or cause disrepute to DEO or the State of Florida.

Section 10. BREACH OF CONTRACT AND NOTICE:

- (a) DEO, upon a breach of contract, may exercise any remedies available at law or in equity, including, without limitation, the right to (i) impose financial consequences in accordance with Section 8, or (ii) terminate this Agreement in accordance with the terms of Section 11.
- (b) Upon a breach of contract, DEO will provide a notice of the breach to Recipient. Unless DEO determines that the breach needs to be cured immediately, Recipient shall have fifteen (15) calendar days from receipt of the notice of breach to either cure the breach, or to demonstrate to the satisfaction of DEO, in its sole discretion, that corrective action has been taken that will likely result in curing the breach within a reasonable period of time.
- (c) In the event Recipient fails to cure the breach or demonstrate that corrective action has been taken within the time period specified in paragraph 10(b), DEO may exercise any remedy available to it under the law or in equity, including without limitation the right to terminate this Agreement immediately upon notice to Recipient.

Section 11. TERMINATION:

- (a) DEO may terminate this Agreement in the event that (i) Recipient breaches any of its representations, warranties, covenants or other obligations in this Agreement in any material respect; (ii) Recipient commits fraud or willful misconduct in connection with this Agreement or the transactions contemplated hereby; (iii) Recipient becomes unable to or admits in writing its inability or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution of similar process is issued or levied against all or any material part of the property of Recipient, or Recipient otherwise becomes insolvent; or (iv) upon a determination by DEO that Recipient has abandoned completion of the Project as defined herein.
- (b) Recipient may terminate this Agreement in the event that (i) DEO breaches any of its covenants or other obligations in this Agreement in any material respect, or (ii) Recipient decides not to undertake or complete the Project.
- (c) If either Party avails itself of the right to terminate this Agreement, such Party shall deliver written notice of such termination with reference to the particular provision of this Agreement pursuant to which such Party is terminating this Agreement.
- (d) In the event of termination in accordance with this Section 11, all Project Funds which as of the date of notice of termination were provided by to Recipient shall be returned to DEO. The procedure for the return of and designation of the method of repayment of any Program Funds shall be at the sole discretion of DEO. As of the date of notice of termination, any costs incurred by Recipient shall not be allowable costs eligible for reimbursement by DEO.

Section 12. DISPUTE RESOLUTION: Any dispute concerning performance of this Agreement shall be decided by DEO's Agreement Manager, who shall reduce the decision to writing and serve a copy on Recipient. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Recipient files a petition for administrative hearing with the agency clerk of DEO. DEO's decision on the petition shall be final, subject to Recipient's right to review pursuant to chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Recipient's ability to pursue any other form of dispute resolution; provided, however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the Parties waive any right to jury trial.

Section 13. ATTORNEYS' FEES AND COSTS: Each Party shall bear its own costs and fees in any action between them arising out of this Agreement. Reasonable attorneys' fees and costs are payable for third-party claims as provided in Section 27, Indemnification.

Section 14. SUBCONTRACTS:

- (a) Recipient shall be responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs, and activities under this Agreement.
- (b) Recipient may, as appropriate, and in compliance with applicable law, subcontract for the performance of the services set forth in this Agreement with the understanding that Recipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

Recipient shall not enter into subcontracts in which DEO could be held liable to a subcontractor for any expenses or liabilities. Recipient shall defend and hold DEO harmless of any liabilities incurred under any of the subcontracts entered into by Recipient.

- (c) Any and all subcontracts that Recipient executes for the performance of services under this Agreement shall contain provisions which require the following:
 - 1. Subcontractor's provision of a performance report;
 - 2. Subcontractor's accounting of proper use of funds provided under the subcontract;
 - 3. Subcontractor's compliance with the audit requirements and the rights of governmental entities to access to records;
 - 4. Subcontractor's compliance with the public records requirements of chapter 119 of the Florida Statutes and the record-keeping requirements applicable to Recipient; and
 - 5. Recipient's and subcontractor's agreement to abide by all local, state, and federal laws and regulations.
- (d) Women and Minority Vendors. Recipient is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. Recipient shall report on a quarterly basis its expenditures with minority and women-owned businesses, the aggregate dollar figure disbursed that quarter for each business, the types of goods or services, and the applicable code. If no expenditures were made to minority or women-owned businesses, Recipient shall submit a statement to this effect.

Section 15. FLORIDA SINGLE AUDIT ACT:

- (a) Recipient acknowledges that, by entering this Agreement, it is a "recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of Department of Financial Services and the Auditor General of the State of Florida.
- (b) Recipient agrees to comply with the audit requirements of section 215.97, F.S. (see Exhibit C, Special Audit Requirements, attached hereto).
- (c) Recipient is subject to the requirements applicable to the Florida Catalog of State Financial
- (d) Assistance (CSFA) number 40.013. For information regarding the Florida Single Audit Act, including the CSFA, Recipient should access <https://apps.fldfs.com/fsaa>.
- (e) Within sixty (60) days of the close of Recipient's fiscal year, on an annual basis, Recipient shall electronically submit a completed Audit Compliance Certification, a version of which is attached hereto as Exhibit F, to audit@deo.myflorida.com. Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Recipient.
- (f) Copies of the financial reporting packages submitted pursuant to section 215.97(8)(g), F.S., shall be submitted by or on behalf of Recipient to DEO and the State of Florida Auditor General as specified in Exhibit C, Special Audit Requirements. If Recipient is not required to submit a financial reporting package pursuant to section 215.97, F.S., for any of its fiscal years during the performance of this Agreement, Recipient will provide DEO a copy of any annual audit conducted by an independent certified public accountant (or a firm thereof) within forty-five (45) days of receipt of the audit by Recipient, but no later than 9 months after the end of Recipient's fiscal year.

Section 16. PUBLIC RECORDS REQUIREMENTS:

- a) Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Recipient submits to DEO under this Agreement may constitute public records under Florida Statutes. Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- b) Recipient shall allow public access to all records made or received by Recipient in conjunction with this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Recipient's refusal to comply with this Section.
- c) If Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be marked by Recipient as confidential prior to submittal to DEO.
- d) Recipient shall notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in section 119.011, F.S. In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. Notice of public records requests received by Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

- e) Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

Section 17. AUDIT AND RECORD-KEEPING OBLIGATIONS:

- (a) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability representatives shall have access to any of Recipients' books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (b) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
- (c) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
- (d) Recipient shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- (e) Recipient shall retain all records (including electronic storage media), including, but not limited to, documents, papers, letters or other materials, made or received by Recipient in conjunction with this Agreement and shall ensure the retention of its independent auditor's working papers for a period of five (5) state fiscal years after completion of the project, which includes satisfaction of

all reporting requirements and receipt of all payments due under the Agreement, provided applicable audits have been released, or five (5) years after the date that an audit report is issued, whichever is longer. If any litigation, claim, negotiation, or other action involving records has been started before the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. Recipient shall maintain these records according to generally accepted accounting principles, procedures, and practices.

Section 18. COMPLIANCE WITH LAWS: In performing any act or service in connection with this Agreement, Recipient shall strictly comply with all local, state, and federal laws and regulations. Failure to do so shall be grounds for terminating this Agreement.

Section 19. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES: Recipient is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity, located at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd .

Recipient shall report on a quarterly basis its expenditures with certified and non-certified Minority and Service-Disabled Veteran Business Enterprises using the attached Exhibit D, *Minority and Service-Disabled Veteran Business Enterprise Report form*. If no expenditures were made to Minority or Service-Disabled Veteran Business Enterprises, Recipient shall submit Exhibit D indicating "no applicable expenditures."

Section 20. NON-DISCRIMINATION; ANTI-HARASSMENT: Recipient shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Recipient shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Section 21. PUBLIC ENTITY CRIME LIST; DISCRIMINATORY VENDOR LIST: Recipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and it has not been placed on the convicted vendor list within the past thirty-six (36) months. Recipient agrees that a finding of guilt or a conviction of a public entity crime during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), F.S. Recipient acknowledges notice of the requirements of section 287.134(2)(a), F.S., and affirms that it has not been placed on the discriminatory vendor list within the past thirty-six (36) months. Recipient further agrees that it shall not violate such law during the term of this Agreement.

Section 22. EMPLOYMENT ELIGIBILITY VERIFICATION:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:

a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,

b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

3. If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

Section 23. FAILURE TO SATISFACTORILY PERFORM: Receipt by Recipient of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Recipient's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).

Further, DEO's obligation to pay the Project Funds to Recipient hereunder is contingent upon Recipient's satisfactory performance and timely submittal of acceptable Quarterly Reports, invoices, and other reports required under this Agreement, as determined by DEO in its reasonable discretion. DEO may terminate this Agreement or reduce the amount of the Project Funds at any time for Recipient's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by DEO, without warning or notice.

Section 24. LOBBYING: Pursuant to sections 11.062 and 216.347, F. S., funds obtained under this Agreement may not be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients and contractors shall certify and disclose accordingly.

Section 25. ADVERTISING: Subject to chapter 119, F.S., Recipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Recipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

Section 26. NON-ASSIGNMENT: Recipient shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice to Recipient. Any attempted assignment in violation of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

Section 27. INDEMNIFICATION: (Note: If Recipient is a state agency or subdivision, as defined in subsection 768.28(2), F.S., pursuant to subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence.)

Recipient shall, jointly and severally, indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees (collectively, "the Indemnified Parties"), from and against and pay on behalf of or reimburse such Indemnified Parties as and when incurred, for any and all Losses (as defined below), which any such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, or relating to: (a) the breach of any representation, warranty, covenant or agreement made by Recipient in this Agreement or the Applicant in the Application, or any allegation by a third party that, if true, would constitute such a breach; and (b) any arrangement made by Recipient in connection with this Agreement or the transactions contemplated hereby. As used herein, the term "Losses" means any loss, liability, action, cause of action, cost, damage or expense, in each case whether or not arising out of third-party claims, including interest, penalties, and reasonable attorneys' and expenses (including such reasonable attorneys' fees and expenses incurred in connection with the enforcement of DEO's rights under this Agreement) and all amounts paid in investigation, defense or settlement of any of the foregoing.

Section 28. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 29. SEVERABILITY; PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, unenforceable, such term or provision will be deemed stricken, or modified to bring the provision into compliance, and the remainder of this Agreement will remain in full force and effect.

Section 30. ENTIRE AGREEMENT: This Agreement embodies the agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of Recipient and the authorized agent of DEO.

Section 31. NO THIRD-PARTY BENEFICIARIES: This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

Section 32. COUNTERPARTS: This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

(Remainder of page intentionally left blank.)

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this 25-page Agreement by their undersigned officials duly authorized.

RECIPIENT:

CITY OF LAKE CITY

By: _____

Name: Stephen M. Witt

Title: Mayor

Date:

DEO:

FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY

By: _____

Name: William B. Killingsworth

Title: Director of Division of
Community Development

Date:

List of Exhibits:

Exhibit A, Scope of Work

Exhibit B, Project Budget

Exhibit C, Special Audit Requirements

Exhibit D, Minority and Service Disabled Veteran Business Enterprise Report Form

Exhibit E, Audit Compliance Certification

**Approved as to form and legal sufficiency, subject
only to full and proper execution by the Parties.**

Office of the General Counsel

Department of Economic Opportunity

By: _____

Approved Date: _____

SCOPE OF WORK**A. Project Description:**

The City of Lake City has been awarded a Rural Infrastructure Fund Grant for improvements, expansions and upgrades to the Lake City Gateway Airport located at 3524 East U.S. Highway 90, Lake City, Florida 32055 (Project). The Project will include the development of plans and specifications by a professional engineering firm, renovations to hangers three and nine, the addition of one classroom to the training building, and inspection and testing to construction, improvements and upgrades by a field professional as required by law. Upon completion, the Project will create 65 new jobs over a period of four-years.

The Project will be performed in three (3) Stages:

Stage 1: Plans, Technical Specifications, and Bidding.

Stage 2: Construction and refurbishing/renovating Hangars 3 & 9, Training Building and Project Inspection and Testing

Stage 3: Project Completion and Grant Closeout.

Hangar 3 project:

- a) Floor replacement
- b) Door track replacement
- c) North end door rebuild
- d) Lighting upgrade
- e) Fire suppression-to-heat detection system with valve changes
- f) Evacuation alarm1 upgrade

Hangar 9 project:

- a) Control booth expansion to allow for anticipated increase in aircraft maintenance.
- b) Upgrade/update systems and build-out to accommodate additional maintenance bay.

Training Building Classroom Expansion:

- a) Construction of classroom to accommodate 25 students

DEO shall reimburse 30% of all verified Project expenditures up to \$406,500.00 in accordance with the terms and conditions of this Agreement.

B. Budget:

Exhibit B, Project Budget, is an estimate only of Project cost and shall not limit DEO's ability to reimburse for allowable expenditures. Reimbursements will be made upon receipt of verified expenditures incurred during the term of this Agreement in accordance with Section 5, up to the full amount of the award until full funding for the Project is disbursed.

C. Schedule:

The period for the infrastructure improvements is from July 15, 2014 – July 14, 2016.

Cost Reimbursement Grant: Total award not to exceed \$406,500.00		
Deliverable No. 1 – Completion of Project		
Tasks	Minimum Performance Levels	Financial Consequences
<p>Stage 1:</p> <ul style="list-style-type: none"> Plans, specifications, copy of request for bid, bid tally sheet and a copy of contractor agreements for work directly related to the Project. <p>Stage 2: To be performed at any time during the Agreement Period after Stage 1 is complete.</p> <p>Hanger 3:</p> <ul style="list-style-type: none"> Floor Replacement: Obtain necessary permits, remove existing concrete floor (160x320), prep ground, install 12" 4000 psi, river rock aggregate concrete floor, perform compaction testing to each sectional pour Lighting upgrade: Installation of 72 - 10x54 HO (high output) light fixtures with sensors and halide lamps North end door rebuild: Rebuild existing door and rollers in preparation for new track system Door track replacement: Remove existing track system and replace with upgraded metal Fire suppression upgrade: Convert to heat detection system with valve changes 	<p>Performance levels will consist of 100% completion of the Project including all stages of Project, as evidenced by inspection and certifications by the appropriate local entity. Recipient may seek reimbursement for costs incurred on a per-Task basis, upon 100% completion of such Task.</p>	<p>DEO shall withhold 10% of allowable expenditures reimbursed under this Agreement, until Recipient provides proof to DEO, and DEO accepts that the Project is 100% complete.</p> <p>No payment will be made unless all required documentation is provided evidencing costs invoiced.</p>

<ul style="list-style-type: none"> • Evacuation alarm: upgrade: Convert from existing "air horn" to electronic alarm system <p>Hanger 9:</p> <ul style="list-style-type: none"> • Control booth expansion: Upgrades to allow aircraft maintenance to be performed in hangar • Roof upgrades (entryway/security office/turnstile): Remove existing roof and install metal roofing • Installation of air and electrical connections: Install air & electrical connections to allow for effective aircraft maintenance • Replace 11 entry doors/closures <p>Testing and/or inspection of floor replacement, lighting upgrades, fire suppression and evacuation alarm to be performed by a professional</p> <p>Training Building:</p> <ul style="list-style-type: none"> • Expand Training Classroom 18'x32' expansion • Vinyl siding and metal roof to match existing building and pitch of roof line • Concrete floor sub-floor • 8 windows insulation • One sonic wall folding partition • Carpet flooring w/vinyl base trim • New heatpump HVAC unit • Electrical • Paint walls and ceiling 		
--	--	--

Other Related Project Costs: <ul style="list-style-type: none"> • Engineering, CEI, Project Inspection and testing of the proposed Project areas • Construction Administration, grant prep, Project completion and grant closeout - to be paid by City/County 		
<p style="text-align: right;">Deliverable 1 – Not to Exceed \$406,500.00</p>		

- End of Exhibit A (Scope of Work) –

(Remainder of page intentionally left blank.)

EXHIBIT B**Project Budget**

It is important to note that the costs reflected in the Project Budget are estimates. The exact volume/quantity of work will be verified in the field by County representatives.

ESTIMATED PROJECT BUDGET		
		Gr. App. Tab 1
Components		Total Cost Estimate
Design Services - Stage 1		
	Plans, Technical Specifications, Bid Process	\$ 60,000.00
Estimated Sub-Total		\$ 60,000.00
Construction - Stage 2		
Hangar 3	Floor Replacement: Obtain necessary permits, remove existing concrete floor (160x320), prep ground, install 12" 4000 psi, river rock aggregate concrete floor, perform compaction testing to each sectional pour.	\$900,000.00
	Lighting Upgrade: Installation of 72 - 10x54 HO (high output) light fixtures with sensors and halide lamps.	\$60,000.00
	North End Door Rebuild: Rebuild existing door and rollers in preparation for new track system.	\$35,000.00
	Door Track Replacement: Remove existing track system and replace with upgraded metal.	\$16,000.00
	Fire Suppression Upgrade: Convert to heat detection system with valve changes.	\$90,000.00
	Evacuation Alarm Upgrade: Convert from existing "air horn" to electronic alarm system.	\$20,000.00
Estimated Sub-Total		\$1,121,000.00
Hangar 9	Control Booth Expansion: Upgrades to allow aircraft maintenance to be performed in hangar.	\$18,000.00
	Entryway/Security Office/Turnstile Roof upgrade: Remove existing roof and install metal roofing.	\$12,000.00
	Installation of Air and Electrical Connections: Install air & electrical connections to allow for effective aircraft maintenance.	\$17,000.00
	Replace 11 entry doors/closures:	\$17,000.00
Estimated Sub-Total		\$64,000.00

Training Building	Expand Training Classroom: 18'x32' expansion; vinyl siding and metal roof to match existing building and pitch of roof line; concrete floor sub-floor; 8 windows; insulation; one sonic wall folding partition; carpet flooring w/vinyl base trim; new heatpump HVAC unit; electrical; paint walls and ceiling.	\$50,000.00
Estimated Sub-Total		\$50,000.00
Other Related Project Costs		
	Engineering, CEI, Project Inspection and testing of the proposed project areas	\$ 45,000.00
	Construction Administration, grant prep, project completion and grant closeout - to be paid by City/County	\$ 15,000.00
Estimated Sub-Total		\$60,000.00
Estimated Total Project Costs		\$1,355,000.00

- End of Exhibit B (Project Budget) –

(Remainder of page intentionally left blank.)

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
2. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

3. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
4. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit 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 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1, 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/fsaa/statutes.html>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

- End of Attachment -

EXHIBIT 1 to Exhibit C

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the RECIPIENT represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: Department of Economic Opportunity
CSFA: 40.013
Rural Infrastructure Fund
\$406,500.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Activities are limited to those in the Scope of Work

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the RECIPIENT.

EXHIBIT D

DEPARTMENT OF ECONOMIC OPPORTUNITY MINORITY SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

Company Name: _____ Invoice #: _____ Date: _____

Contract Amount: \$ _____

MBE Participation Amount: \$ _____ MBE Percentage: 0%

DV Participation Amount: \$ _____ DV Percentage: 0%

MINORITY BUSINESS ENTERPRISE (MBE)

**Include consultants, sub-contractors, travel agents, etc. who provided services on this project

**Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	
TOTALS				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	

Certified MBE: **H - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - American Women
Non-Certified MBE: **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - American Women

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

**Include consultants, sub-contractors, travel agents, etc. who provided services on this project

**Service-Disabled Veteran Business Enterprise	Description	** DV Status	State Certified DV (Yes or No)	DV Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	
TOTALS				\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	

*Certified DV: **W** - Service-Disabled Veteran Business
Non-Certified DV: **V - Service-Disabled Veteran Business
INCLUDE THIS FORM WITH YOUR INVOICE

EXHIBIT E

AUDIT COMPLIANCE CERTIFICATION

Recipient Name: _____

FEIN: _____ Recipient's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (E.G., Contract, Grant, Memorandum of Agreement, Memorandum of Understanding, Economic Incentive Award Agreement, Etc.) between Recipient and the Department of Economic Opportunity (DEO)? _____ Yes _____ No

If the above answer is yes, also answer the following before proceeding to the item 2:

Did Recipient expend \$500,000 or more of the state financial assistance (from DEO and all other sources of state of state financial assistance combined) during its fiscal year? _____ Yes _____ No

If yes, Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Recipient expend federal awards, during its fiscal year, that it received under any agreement e.g., Contract, Grant, Memorandum of Agreement, Memorandum of Understanding, Economic Incentive Award Agreement, etc.) between Recipient and DEO? _____ Yes _____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year: _____ Yes _____ No

If yes, recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB circular A-133, as revised.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Print Name of Authorized Representative

Date