

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>415963-1-48-01</u>	Fund: <u>HPPP</u>	FLAIR Approp: <u>088777</u>
Federal No: <u>SFT2-195-R</u>	Org Code: <u>55053010541</u>	FLAIR Obj: <u>790077</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
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FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: <u>F593-614-294-006</u>

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the CITY OF PALM COAST, 160 Cypress Point Parkway, Suite B – 106, Palm Coast, Florida 32164 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the acquisition of right-of-way parcels for the widening of Palm Coast Parkway and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "A-1," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before 2 years from the Agreement's execution date. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 212,400. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria: The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see “Audits” below), monitoring procedures may include, but not be limited to, on-site visits by Department 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 fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT’s Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 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” of this Agreement indicates federal resources awarded through the Department 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 the Department. 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 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.
3. If the recipient expends less than \$500,000 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. However, if the recipient 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 recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

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, 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 Executive Office of the Governor and the CFO, 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 the Department 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 the Department, 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 non-state 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(7), Florida Statutes. This includes submission of a

financial reporting package as defined by Section 215.97(2) (d), 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, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial 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) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-548
DeLand, Florida 32720
 - 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), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-548
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-548
DeLand, Florida 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-548
DeLand, Florida 32720

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-548
DeLand, Florida 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, 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 the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-“Travel“ of the Department’s Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit “B” for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency 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 Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

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

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency 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 Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

13.16 E- VERIFY

The Agency:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
2. 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (City of Palm Coast)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest: _____
Title:

Attest: _____
Title: Administrative Assistant

As to form:

Legal Review:

Attorney

Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 415963-1-48-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Palm Coast, 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164.

Dated _____

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

Right-of-way acquisition for the Palm Coast Parkway will be performed by the District 5 Right-of-Way Office, hereinafter called the Department. The City of Palm Coast, hereinafter called the Agency, will provide the Department with a legal description of the property, a sketch of the property showing the acquisition area, a current title search and updates as needed for the property, and an appraisal for the property from a Department-approved appraiser (See attached list of approved Department appraisers.) that allows the owner/representative to accompany the appraiser during site inspection.

The Department shall proceed with the acquisition using the Department's standard acquisition processes and procedures, including relocation and Federal requirements and guidelines. Acquisition assistance under this Agreement shall be limited to undertaking the Department's standard practices up to, but not including, the point of proceeding with a condemnation action. Under no circumstances shall the Department proceed with any legal action for the Agency and, under no circumstances, will the Department provide any legal advice or legal services of any nature whatsoever to the Agency. The Agency shall at all times supply any necessary legal assistance related to the acquisition of property pursuant to this Agreement. This includes the proposed acquisition document (i.e., deed, easement, etc.) and any and all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate the City of Palm Coast as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

All costs and expenses associated with activities undertaken pursuant to this Agreement shall be borne directly by the Agency with the funding provided under the terms of this Agreement, provided that the Department will not charge the Department's internal costs to the Agency. The Agency will be solely responsible for the direct payment of all compensation, including fees and costs, agreed to be paid or otherwise, under any process, determined to be owed to any person or entity in connection with any acquisition which is the subject matter of this Agreement.

The Agency retains ultimate settlement authority over any acquisition undertaken by the Department under this Agreement provided, however, that the Department's employees shall have the authority to proceed with day-to-day negotiations without the Agency's involvement. The Department shall not make any financial and non-financial commitments as a part of settlement negotiations as to any parcel without obtaining approval from the Agency's representative identified below.

The project consists of right-of-way acquisition consistent with the anticipated construction of the widening of Palm Coast Parkway from west of Cypress Point Parkway/Boulder Rock Drive to just east of Florida Park Drive. The length of the project consists of 1.466 miles of roadway. The current right-of-way acquisition phase associated with this Agreement is comprised of a combination of the following 5 parcels with an estimated acquisition cost of \$348,000:

EXHIBIT “A,” continued

PROJECT DESCRIPTION AND RESPONSIBILITIES

List of Parcel Numbers and Current Property Owners

1. Parcel 100: Cypress Point at Palm Coast Owners’ Association, Inc. (Tax ID No. 07-1131-7025-000A0-00A0)
2. Parcel 101: Cypress Point at Palm Coast Owners’ Association, Inc. (Tax ID No. 07-11-31-7025-000B0-00C0)
3. Parcel 102: Wells Fargo Bank, NA (Tax ID No. 07-11-31-7001-0RPAB-0004)
4. Parcel 800: Peggy Lane, LLC (Tax ID No. 07-11-31-7025-000A0-0030)
5. Parcel 801: Cypress Point at Palm Coast Owners’ Association, Inc. (Tax ID No. 07-11-31-7025-000A0-00A0)

The acquisition will be consistent with the recently approved PD&E re-evaluation for this project.

The Department will fully review the acquisition process associated with the 3 parcels that have already been acquired for the project. The Agency shall provide to the Department any and all documents, records, correspondence, notes, e-mails, and papers associated with the acquisition of each parcel. The Agency shall complete a “Local Agency Right-of-Way Acquisition Worksheet” (attachment Exhibit “A-1”) and the 10 forms listed below in the “SPECIAL CONSIDERATIONS BY DEPARTMENT” section (also referenced in the “Local Agency Right-of-Way Acquisition Worksheet,” Exhibit “A-1”) for each parcel to be acquired hereunder with all relevant documentation to support the information provided on the Worksheet. The Agency will provide all engineering support necessary for the acquisition process.

FDOT Representative

Dana C. Wainwright
Florida Department of Transportation
719 South Woodland Blvd., MS 1-551
DeLand, Florida 32720
386-943-5389
dana.wainwright@dot.state.fl.us

Local Agency Representative

Carl L. Cote, R.A.
City of Palm Coast – Community Development
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
386-986-2590
ccote@palmcoastgov.com

SPECIAL CONSIDERATIONS BY AGENCY:

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

Invoices and Progress Reports shall be submitted on a monthly basis to:

Dana Wainwright, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 1-551
DeLand, Florida 32720

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

The Agency is required to provide a copy of the design plans for the Department’s review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

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

- a) N/A Study to be completed by N/A .

EXHIBIT "A," continued

PROJECT DESCRIPTION AND RESPONSIBILITIES

- b) Design to be completed by N/A .
- c) Right-of-Way requirements identified and provided to the Department by N/A .
- d) Right-of-Way to be certified by May 31, 2013 .
- e) Construction contract to be let by N/A .
- f) Construction to be completed by N/A .

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Forms (see attachments) required to be submitted for each parcel purchased:

1. Notice to Owner (Form No. 575-030-31)
2. Public Disclosure Notice/Affidavit (Form No. 575-030-18)
3. Notice to Business Owner (Form No. 575-030-33)
4. Offer and Purchase Agreement (Form No. 575-030-07)
5. Representative (Attorney) Authorization (Form No. 575-030-02)
6. Donation of Property to the County/or City (Form No. 575-030-12)
7. Closing Statement (Form No. 575-030-16)
8. Settlement Approval (Form No. 575-030-24)
9. Request for Taxpayer Identification Number (Form No. 575-030-27)
10. Right-of-Way LAP Certification (Form No. 575-095-05)

Local Agency Program Right of Way Acquisition Worksheet

Agency: _____ Project No.: _____ Consultant/Agent: _____
 Quality Assurance Review
 Parcel No.: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ Owner: _____
 QA Review by: _____ QA Review Date: _____ IN Date: _____

		Yes	No	N/A	Comments
I. Property Owner Notification					
1.	Was Notice to Owner (FDOT Form No. 575-030-31(32) or equivalent) delivered at or before Negotiations? <i>Date Delivered:</i>			N/A	
2.	Was the Notice sent to the owner's last known address listed on the county ad valorem tax roll?				
3.	Was the Notice personally delivered or sent certified mail, return receipt requested?				
4.	Was ownership in the form of a representative capacity, i.e., corporation, partnership or trust?				
5.	If answer to #4 is yes, was Public Disclosure Notice (FDOT Form No. 575-030-18 or equivalent), delivered to the owner?				
II. Business Owner Notification					
1.	Are there any businesses located on this parcel?	Yes	No	N/A	Comments
2.	If answer to #1 is yes, was Notice to Business Owner (FDOT Form No. 575-030-33(34) or equivalent) delivered at or after I.N.? <i>Date Delivered:</i>				
3.	Based on the Secretary of State, Division of Corporations, was the registered agent notified?				
4.	Was the business eligible for business damages?				
5.	Was a business damage claim paid?				
III. Offer(s)					
1.	Was Offer & Purchase Agreement (FDOT Form No. 575-030-07 or equivalent) delivered directly to the Property Owner?	Yes	No	N/A	Comments
2.	Did we obtain a written acknowledgement of the Property Owner's receipt of the Offer? <i>If property owner refused to sign, note in comment section.</i>				
3.	Was the offer amount based on recommended compensation?				
4.	Was use of Appraisal Waiver properly executed?				
5.	If an uneconomic remnant was identified by the review appraiser, was an offer to purchase the uneconomic remnant made?				
IV. Relocation					
1.	If applicable, was a Relocation Survey completed?	Yes	No	N/A	Comments
2.	If applicable, was notice provided to owners and/or tenants? (FDOT Form: Notice of Eligibility)				Assistance will be required from FDOT
V. Good Faith Negotiations					
1.	Were good faith negotiations carried out with representative after Representative Authorization (FDOT Form No. 575-030-02 or equivalent) was received? <i>If property owner was not represented, write "N/A" in the comment section.</i>	Yes	No	N/A	Comments
2.	Did property owner request copies of appraisal, maps or plans?				
3.	If answer to #2 is yes, were copies provided within 15 days of owner's request?				
4.	Were good faith negotiations conducted with current appraisal values?				
5.	If real property was donated, was the owner informed of his/her right to have an appraisal performed and a right to compensation? (FDOT Form No. 575-030-12 or equivalent)				

	Yes	No	N/A	Comments
<p>6. Did the Agency provide any construction or regulatory elements in lieu of compensation that exceeded the value of the real estate?</p>				
<p>VI. Suit</p>				
<p>1. Did 30 days pass after offer was made before suit was filed?</p>				
<p>2. If applicable, was notice to business owner delivered prior to filing of suit?</p>				
<p>3. Was the Public Disclosure Affidavit returned within 48 hours after OT deposit was made for ownerships in the form of a representative capacity such as a corporation, partnership or trust?</p>				
<p>VII. Agreement</p>				
<p>1. Was an Agreement reached?</p>				
<p>2. Was Agreement inclusive of Fees & Costs?</p>				
<p>3. Was Agreement reviewed by Legal?</p>				
<p>4. Was Final Agency Acceptance granted at least 30 days after agreement was signed by both parties? <i>FAA Date</i></p>				
<p>VIII. Closing</p>				
<p>1. Was Closing Statement (FDOT Form No. 575-030-16 or equivalent) prepared? <i>Date of Closing</i></p>				
<p>2. Did the closing take place within 60 days after Final Agency Acceptance?</p>				
<p>3. Were documents accurate and properly executed?</p>				
<p>4. Were all closing documents recorded no later than 48 hours after closing?</p>				
<p>5. Was the Public Disclosure Affidavit returned at least 10 days prior to closing for ownerships in the form of a representative capacity, such as a corporation, partnership or trust?</p>				
<p>IX. Settlements</p>				
<p>1. Was Settlement Approval (FDOT Form No. 575-030-24 or equivalent) approved by the proper authority?</p>				
<p>2. Was the settlement a justifiable expenditure based on settlement criteria?</p>				
<p>X. Fees and Costs</p>				
<p>1. Were fees and costs based on an invoice or statutory formula? <i>Method Used:</i></p>				
<p>2. Were fees and costs identified on the Purchase Agreement/Supplemental Agreement?</p>				
<p>XI. 1099S</p>				
<p>1. Was Request for Taxpayer ID (FDOT Form No. 575-030-27 or equivalent) delivered to non-excluded property owners? (Excluded = de minimis transactions and exempt transferors)</p>				
<p>2. Was Form 1099S delivered to the property owner at closing or before December 31 of the calendar year in which the closing was held? <i>1099S Delivery Date:</i></p>				
<p>XII. LAP Certification</p>				
<p>1. Was the Right of Way Certification (FDOT Form No. 575-095-05 or equivalent) executed, accurate, & submitted to the Right of Way Office prior to letting? <i>Date Certified</i></p>				
<p>Additional Comments:</p>				

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PROJECT MANAGEMENT OFFICE
 08/06
 Page 19

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS: City of Palm Coast 160 Cypress Point Parkway, Suite B-106 Palm Coast, Florida 32164	FPN: 415963-1-48-01
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PROJECT DESCRIPTION

Name: Palm Coast Parkway widening Length: 1.466 miles

Termini: from west of Cypress Point Parkway/Boulder Rock Drive to just east of Florida Park Drive (per attached list of parcels)

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning			
2010-2011	_____	_____	_____
2011-2012	_____	_____	_____
2012-2013	_____	_____	_____
Total Planning Cost			
Project Development & Environment (PD&E)			
2010-2011	_____	_____	_____
2011-2012	_____	_____	_____
2012-2013	_____	_____	_____
Total PD&E Cost			
Design			
2010-2011	_____	_____	_____
2011-2012	_____	_____	_____
2012-2013	_____	_____	_____
Total Design Cost			
Right-of-Way			
2010-2011	_____	_____	_____
2011-2012	\$ 212,400.00	_____	\$ 212,400.00
2012-2013	_____	_____	_____
Total Right-of-Way Cost	\$ 212,400.00		\$ 212,400.00
Construction			
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
2009-2010	_____	_____	_____
2010-2011	_____	_____	_____
Total Construction Cost			
Construction Engineering and Inspection (CEI)			
2008-2009	_____	_____	_____
2009-2010	_____	_____	_____
2010-2011	_____	_____	_____
Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$ 212,400.00		\$ 212,400.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 212,400.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

Appraisers' w/District Wide Contracts			
Richard Allen & Terry Strickland – Pomeroy Appraisal Associates of Florida, Inc.			
Lee Lobban – Diversified Property Specialists, Inc.			
Carl Velie – Velie Appraisal Services			
Jack Crahan & Jon Templin – Florida Property Consultants Group			
Bob Babcock – All Real Estate Appraisals			
Glen Spivey & Ted Hastings – The Spivey Group, Inc.			
Rick Weigel – Weigel-Veasey Appraisers, Inc.			
Richard Hale – Hale & Brammon Appraisals			
Paul Roper – Clayton, Roper & Marshall, Inc.			
Richard MacMillan – The Appraisal Group of Central Florida, Inc.			
Tommy Tompkins – Tompkins Appraisal Group			
Clark Maxwell – Maxwell Appraisal & Consulting Group, Inc.			
Ray Heffington & Todd Heffington – Heffington & Associates, Inc.			
Leon Stricklen – Stricklen Appraisal Services, P.A.			
Don Oehrich – Florida Realty Analysts, Inc.			
Mark Anderson – Entreen Associates, Inc.			
John R. Underwood- Appraisal & Acquisition Consultants, Inc.			
Robert L. Doyle, II- Doyle Appraisal Services, Inc.			
Walter N. Carpenter, Jr.- Pinel & Carpenter, Inc.			

Non-SHS Phase 48

Required Forms

NOTICE TO OWNER

Date:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #:
STATE ROAD #:
COUNTY:
PARCEL #:

Dear:

The *CITY OR COUNTY NAME* is planning the following improvement of the above referenced transportation facility:

ROADWAY NAME

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

LEGAL DESCRIPTION, SKETCHES AND/OR RIGHT OF WAY MAPS

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may obtain copies of the AGENCY'S NAME'S appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the AGENCY'S NAME acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

We want to negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let us know. Regardless of whether we can reach agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

If you experience any problems, please do not hesitate to contact:

(386) _____

Sincerely,

BY: _____

Enclosures:

Legal Description (and/or right of way map)

The Real Estate Acquisition Process Brochure

CC:

Received By: _____

Certified Mail Number:

Date: _____

Item/Segment No.: _____
District: _____
F.A.P. No.: _____
State Road No.: _____
County: _____
Parcel No.: _____

Subject: Public Disclosure Notice

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity for others to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact _____

Sincerely,

District Right of Way Manager

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.—ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

Item/Segment No.: _____
District: _____
F.A.P. No.: _____
State Road No.: _____
County: _____
Parcel No.: _____

Public Disclosure Affidavit

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of corporation, trust, partnership, etc.

_____ and; my full name
Affiant's Title (Pres., V.P., Trustee etc.)

and address is _____
_____ ; and
Affiant's Name and Address

_____ holds legal title
Name of corporation, trust, partnership, etc.

to the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

Affiant's Signature

State of _____
County of _____

Print or Type Name of Affiant

Sworn to and subscribed before me this _____ day of _____,
by _____ who is personally known to me or who has produced
_____ as identification.

Notary's Signature: _____
(Print, type or stamp name of notary public)

Attachment A
Insert Legal Description

Attachment "B"

NOTICE TO BUSINESS OWNER

Date	ITEM/SEGMENT #:
Address	MANAGING DISTRICT:
City, State zip	F.A.P. #:
,	STATE ROAD #:
	COUNTY:
	PARCEL #:

Dear Business Owner

The *CITY OR COUNTY NAME* is planning the following improvement of the above referenced transportation facility:

TYPE OF IMPROVEMENT

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

Right of Way maps and/or Legal Description

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The Department recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the Department.
- The acquisition must be a partial acquisition of the property on which your business is located. If the Department acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the Department's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the Department no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

Address

City, ST zip

FORM 575-030-33
RIGHT OF WAY - 02/05
Page 2 of 2

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the Department. The Department will pay for certain types of services. However, by law there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will also find a more thorough discussion of the reimbursement of fees and costs in the attached brochure.

If you have questions about any aspect of our acquisition process, please give us an opportunity to answer them. Regardless of whether we can reach agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

Right of Way Agents name
phone number

Sincerely,

District Right of Way Manager
By: Agents signature
Agents name printed

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
The Real Estate Acquisition Process Brochure
CC: Records Management

Received by:

Certified Mail Number:

Date:

OFFER AND PURCHASE AGREEMENT

Item Segment No.: _____
Street: _____
County: _____
Parcel No.: _____

Seller: _____

Buyer: City or County Name

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: sq ft type of Easement or Deed.

(b) Real Estate Purchased: type of Easement or Deed

(c) Buildings, structures, fixtures, and other improvements: _____

(d) Personal Property: N/A _____

(e) Outdoor advertising structure(s) permit number(s): N/A _____

Building, structures, fixtures and other improvements owned by others: N/A _____

These items are **NOT** included in this agreement. A separate offer is being, or has been made for these items.

II. Purchase Price

(a) Real Property

Land 1. \$ _____

Improvements 2. \$ _____

Real Estate Damages 3. \$ _____

(Severance/Cost-to-Cure)

Total Real Property 4. \$ _____

(b) Total Personal Property 5. \$ _____

(c) Fess and Costs

Attorney Fees 6. \$ _____

Appraiser Fees 7. \$ _____

_____ Fee(s) 8. \$ _____

Total Fees and Costs 9. \$ _____

(d) Total Business Damages 10. \$ _____

(e) Total of Other Costs 11. \$ _____

List: _____

Total Purchase Price (Add Lines 4,5,9,10 and11) \$ _____

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ _____

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ _____

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

- (c) Seller shall maintain the property described in **Section I** of the agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section **337.25 Florida Statutes**.
- (f) Seller agrees that the real property described in **Section I** of the agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that a real estate closing pursuant to the terms of the agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.26, Florida Statutes**.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

___ There is an addendum to this agreement. Page ___ is made a part of the agreement.

___ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of the agreement.

Seller(s)

Signature Date

Type or Print name under signature Date

Signature Date

Type or Print name under signature Date

Buyer

City or County Name

BY: _____

Signature Date

Type or Print name under signature

VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

By: _____

Signature

Type or Print name under signature

This document delivered by _____ Date

This document received by _____ Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPRESENTATIVE AUTHORIZATION

575-030-02
RIGHT OF WAY
10/02

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: _____
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Attention:

Dear FDOT Right of Way Manager:

This is to advise you that I hereby authorize _____
of _____

who was hired by me as of _____ to (indicate extent of authorization by marking one or both boxes as applicable):
(date)

- Represent me in all future dealings in the above referenced project and parcel(s).
- Accept service of process in my behalf concerning any legal proceedings in eminent domain which may ensue.

OWNER(S)/TENANT(S):

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Printed Name		_____ Printed Name	

This is to advise you that I am authorized to represent _____
of _____ in the
capacity(ies) set forth above. I am am not a member of the Florida Bar. I will accept service of process.

NOTE: This document must be notarized if the agent is not a member of the Florida Bar but is authorized to accept service of process.

State of _____
County of _____

Representative Signature _____
Date

Sworn to and subscribed before me this _____
day of _____, _____ by
_____ who is
(Name of Affiant)
personally known to me or has produced _____
_____ as identification.

Representative Printed Name

Notary's Signature
(Print, type or stamp name of notary public)
[SEAL]

Representative Address
Phone: _____

**INSTRUCTIONS FOR COMPLETION OF THE
REPRESENTATIVE AUTHORIZATION (FORM 575-030-02)**

If a property owner or business owner chooses to be represented by an agent during negotiation, including service of legal process, a written authorization, to include the information on this form must be provided by the owner or the owner's agent to the Department prior to the Department's negotiation of the parcel with the authorized representative.

DATE AND INSIDE ADDRESS: Space is available for the form preparer to provide the inside address of the district or satellite office where the completed form will be submitted.

PROJECT/PARCEL IDENTIFICATION: The following information can be located in the legal documents and/or right of way maps for each project and is required on official Department forms:

Item/Segment No.
Managing District
F.A.P. No.
State Road No.
County
Parcel No.

ATTENTION: Provide the agent or individual's name responsible for negotiation of the parcel.

TOP PORTION OF THE FORM: The form provides space for the following information to be provided by the owner:

The name of representative and representative's firm name, if applicable.

Date representative was hired.

Check box for capacity of representation.

Owner/Tenant signature and date of authorization.

Owner/Tenant's printed or typed name.

LOWER PORTION OF FORM: The form provides space for the following information to be provided by the representative:

Name of property or business owner and firm name, if applicable.

Check box indicating whether representative is a member of the Florida Bar.

Check box indicating whether representative will accept service of process.

Representative's signature and date of acceptance.

Representative's address for negotiations and service of process.

Representative's telephone number.

NOTARY SECTION: If the representative is not a member of the Florida Bar, the notary section must be completed by a notary.

**NOTE: THIS FORM SHOULD BE PRINTED ON
OFFICIAL LETTERHEAD**

Donation of Property to the County / or City

USE THIS AREA FOR TYPING NAME & ADDRESS

ITEM/SEGMENT NO.:

F.A.P. NO.:

COUNTY / CITY ROAD NO. or PROPERTY ADDRESS:

COUNTY/CITY:

PARCEL NO.:

INTEREST CONVEYED:

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the County / City for the use and benefit of the County / City.

The undersigned hereby acknowledges that he/she has been fully advised by a City / County representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

CLOSING STATEMENT

ITEM/SEGMENT NO.: _____
 MANAGING DISTRICT NO.: _____
 F.A.P. NO.: _____
 STATE RD. NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

BUYER: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

SELLER(S): _____

REAL PROPERTY DESCRIBED AS:

Summary of Seller's Transaction			
Credits			
Land		\$	0.00
Improvements		\$	0.00
Real Estate Damages/Cost-to-Cure		\$	0.00
Personal Property		\$	0.00
Business Damage		\$	0.00
Attorney Fees		\$	0.00
Appraiser Fees		\$	0.00
Other	_____	\$	0.00
	Total Credits	\$	0.00
Debits			
First Mortgage payoff		\$	0.00
First Mortgage pre-payment penalty		\$	0.00
Second Mortgage payoff		\$	0.00
Second Mortgage pre-payment penalty		\$	0.00
Attorney Fees		\$	0.00
Appraiser Fees		\$	0.00
Ad Valorem Taxes		\$	0.00
Other	_____	\$	0.00
	Total Debits	\$	0.00
	Credits Less Debits	\$	0.00
	Amount Withheld	\$	0.00
	Amount Due to Seller at Closing	\$	0.00

Warrant No.: _____ Received by: _____

Date of Final Agency Acceptance: _____
 (Type or print name under signature)

Date of Closing: _____ Closing Agent: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SETTLEMENT APPROVAL

MANAGING DISTRICT: _____
ITEM/SEGMENT NO.: _____
SUIT STYLE: _____
F.A.P. NO.: _____
DOT ATTORNEY: _____
JUDGE: _____

PARCEL NO.: _____
LITIGANT NAME/NO.: _____
DOT SUIT NO.: _____
COUNTY: _____
DEFENSE ATTORNEY: _____
TRIAL DATE: _____
COURT DOCKET NO.: _____

- ADMINISTRATIVE SETTLEMENT COURT ORDERED MEDIATION LEGAL SETTLEMENT
 OFFER OF JUDGMENT NON-COURT ORDERED MEDIATION OTHER SETTLEMENT

SETTLEMENT

Land		\$	_____
Improvements			_____
Severance/Real Estate Damages			_____
Move Costs			_____
Business Damages			_____
Owner/Litigant Attorney Fee			_____
Based on Benefit of	\$		_____
Based on Nonmonetary Benefit of	\$		_____
Owner/Litigant Appraisal Fee			_____
Owner/Litigant Expert Fees			_____
Owner/Litigant Costs (Specify)			_____
Other			_____
TOTAL SETTLEMENT		\$	_____ 0.00

SUPPORT DATA

Owner Appraisal	\$	_____	Appraiser	_____
Owner Claim	\$	_____		
DOT Approved Appraisal	\$	_____	Appraiser	_____
Unapproved Appraisal(s)	\$	_____		
(if relevant)				
Owner/Tenant Business Damage Claim	\$	_____		
DOT Business Damage Counteroffer	\$	_____		

Justification:

SUBMITTED BY: _____

Right of Way Agent

Trial Attorney

_____ Date

_____ District Acquisition Administrator

Office of the General Counsel

_____ Date

APPROVED FOR SETTLEMENT: _____

District Right of Way Manager

Assistant District Right of Way Manager

_____ Date

ADDITIONAL APPROVALS (as applicable)

APPROVED FOR SETTLEMENT: _____

Director, Office of Right of Way

_____ Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
 RIGHT OF WAY
 08/09

ITEM/SEGMENT NO.: _____
 MANAGING DISTRICT: _____
 F.A.P. NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

Dear Property Owner(s)/Vendor:

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST <input type="radio"/> Sole Owner <input type="radio"/> Part Owner with _____ % interest <input type="radio"/> Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____ - _____ - _____

For other entities, it is your employer identification number (EIN): _____ - _____

If you do not have a TIN, see attached instructions for How to get a TIN.

Below, choose one number that accurately describes the business or the individual.

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
 (A corporation formed under the laws of any state within the United states.)
- 2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- 5 - NONCORPORATE RENTAL AGENT**
- 6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
 Is income effectively connected with business in the United States? YES NO
- 8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

Certification.

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ Date _____
 Title _____ Email (optional) _____

Instructions for Names and Taxpayer Identification Numbers

575-030-27
RIGHT OF WAY
08/09

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
2. **Married couples** should give the name and SSN of either person.
3. **Custodian accounts (guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.
4. For a **trust account that is not a legal or valid trust under state law**, give the name and SSN of the actual owner.
5. **Limited liability company (LLC) - If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
6. For a **sole proprietor or a single-owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
7. For a **valid trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
8. For an **estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
9. For an **association, club, religious, charitable, educational, or other tax-exempt organization**, give the name and EIN of the organization.
10. For a **partnership or multi-member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION

575-095-05
RIGHT OF WAY
09/07

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: Five
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

- Right of way was not acquired for this project.
- Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

- No persons or businesses were required to move or move personal property from the project right of way.
- All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

- No structures or improvements, including encroachments, required removal from the project right of way.
- All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

- No structures or improvements requiring asbestos abatement were located on the project right of way.
- Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: _____ Date: _____

Certified by: _____
Title: D-5 FDOT District or Assistant District R/W Manager, Date: _____