RESOLUTION NO. 16-02-09

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE FIRST CONTRACT RENEWAL OF THE TURF AND LANDSCAPE MAINTENANCE DEPARTMENT FUNDED AGREEMENT, CONTRACT NO. ARX52, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST CONTRACT RENEWAL; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) desires to provide a high level of maintenance services to its citizens and visitors; and

WHEREAS, the Village maintains portions of the State Highway System corridor located within the Village’s municipal boundaries; and

WHEREAS, the Village’s Public Works Department has maintained the U.S. Highway 1 right-of-way since FY 2007-2008; and

WHEREAS, the Florida Department of Transportation (“FDOT”) and the Village both desire that FDOT financially compensate the Village annually to offset the costs of maintaining the U.S. Highway 1 right-of-way; and

WHEREAS, In May 2015, the Village Council adopted Resolution 15-05-39, thereby approving a new Turf and Landscape Maintenance Department Funded Agreement (the “Agreement”) between the Village and FDOT; and

WHEREAS, the Village desires to continue providing the services described in the Agreement attached hereto as Exhibit “A”; and

WHEREAS, in accordance with Section 287.058, Florida Statutes, the Florida Department of Transportation (“FDOT”) has agreed to pay the Village quarterly compensation to
offset the cost of U.S. Highway 1 right-of-way maintenance in the total amount of $53,897.08 annually for the period from July 12, 2016 through July 11, 2017 to be authorized by execution of the First Contract Renewal ("Renewal") to the Agreement attached hereto as Exhibit “B”; and

WHEREAS, the Village Council finds that the renewal of the Agreement is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and hereby incorporated into this Resolution by this reference.

Section 2. Approval of Renewal. The Village Council of Islamorada, Village of Islands, hereby approves the First Contract Renewal (the "Renewal") of the Turf and Landscape Maintenance Department Funded Agreement attached hereto Exhibit “B”, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee is authorized to take all necessary and expedient action to implement the terms and conditions of this Resolution and the Agreement and the Renewal.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement and the Renewal.

Section 5. Execution of Renewal. The Village Manager is authorized to execute the Renewal on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and the Renewal and to
execute any extensions and/or amendments to the Agreement or the Renewal, subject to the approval as to form and legality by the Village Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Dennis Ward; second by Councilman Chris Sante.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Deb Gillis
Vice Mayor Jim Mooney
Councilman Mike Forster
Councilman Chris Sante
Councilman Dennis Ward

YES
YES
YES
YES
YES

**PASSED AND ADOPTED ON THIS 25TH DAY OF FEBRUARY, 2016.**

DEB GILLIS, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
TURF AND LANDSCAPE MAINTENANCE DEPARTMENT FUNDED AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE ISLAMORADA, VILLAGE OF ISLANDS

This Agreement, is made and entered into this 36th day of January, 2015, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’, and Islamorada, Village of Islands, a municipal corporation of the State of Florida, hereinafter referred to as the ‘VILLAGE’.

REQUITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 5/US-1/South Dixie Highway in the VILLAGE; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the VILLAGE; and

WHEREAS, the DEPARTMENT, at the VILLAGE’s request, has agreed to reimburse the VILLAGE for the maintenance of turf and landscape, hereinafter referred to as the ‘PROJECT’, and

WHEREAS, the VILLAGE recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit “A”, ‘Maintenance Responsibilities’, which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 405798-2-78-03, and has agreed to reimburse the VILLAGE for turf and landscape maintenance elements which are outlined in the attached Exhibit “B”, ‘Project Limits & Financial Summary’, which is herein incorporated by reference; and

WHEREAS, the VILLAGE is currently under maintenance obligations as stipulated in Permit Number 2014-I-692-2; and

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

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);
NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

   a. The VILLAGE shall submit this Agreement to its Council for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit “C”, ‘Islamorada, Village of Islands’ Resolution’, and is herein incorporated by reference.

   b. The VILLAGE shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.

   c. The VILLAGE shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT’s right-of-way as described in Exhibit “B”, ‘Maintenance Responsibilities’.

   d. The VILLAGE shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year for: Weed Control Manual (Weed eater mowing), Small Machine Mowing, Large Machine Mowing, Slope Mowing, Intermediate Machine Mowing, Litter Removal, Edging and Sweeping, and Landscape Maintenance.

   e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida “Guide for Roadside Mowing” and the latest edition of the “Maintenance Rating Program”, and Index 546 of the latest FDOT Design Standards.

   f. The VILLAGE shall submit a work schedule to the DEPARTMENT. In addition, before the VILLAGE starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the VILLAGE will be working. The fax or e-mail shall be sent to the attention of the South Miami-Dade Maintenance Engineer, at 305-640-7277 or keith.jimmerson@dot.state.fl.us. The VILLAGE shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.

   g. The VILLAGE shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT’s right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT’s affected quarterly payment to the VILLAGE.

   h. It is understood between the parties hereto that all the landscaping covered by this
Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

i. The VILLAGE shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the VILLAGE to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.

j. This Agreement shall not obligate the DEPARTMENT to pay the VILLAGE to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the VILLAGE to maintain any such additional landscaping.

3. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed FIFTY THREE THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS AND EIGHT CENTS ($53,897.08), as outlined in Exhibit “B”, ‘Project Limits & Financial Summary’.

b. The DEPARTMENT agrees to compensate the VILLAGE for services described in ‘Exhibit “A” – Maintenance Responsibilities’. The Method of Compensation is included as ‘Exhibit “B” – Project Limits & Financial Summary’.

c. The VILLAGE shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit “A” of this Agreement.

d. The VILLAGE shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 405798-2-78-03, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in ‘Exhibit “B” – Project Limits and Financial Summary’. (Section 287.058(1)(d) and (e), F.S.)

e. Invoices shall be submitted by the VILLAGE in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “B” – Maintenance Responsibilities”. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager prior to payments. (Section 287.058 (1)(a), F.S.)

f. Supporting documentation must establish that the deliverables were received and accepted in writing by the VILLAGE and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Maintenance Responsibilities” was met.
g. There shall be no reimbursement for travel expenses under this Agreement.

h. The VILLAGE providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

i. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the VILLAGE. Interest penalties of less than one (1) dollar will not be enforced unless the VILLAGE requests payment. Invoices which have to be returned to the VILLAGE because of VILLAGE 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. (Section 215.422(3)(b), F.S.)

j. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the VILLAGE who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (Section 215.422(5) and (7), F.S.)

k. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the VILLAGE's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.)

l. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any 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 such 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 TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year.”

m. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature. *(Section 216.311, F.S.)*

n. E-verify:

The VILLAGE shall:

i. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. *(Executive Order Number 2011-02)*

The VILLAGE shall insert the above clause into any contract entered into by the VILLAGE with vendors or contractors hired by the VILLAGE for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:**
Florida Department of Transportation  
1000 NW 111th Avenue, Room 6205  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

**To VILLAGE:**
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036  
Attention: VILLAGE Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.
5. INVOICING

a. The VILLAGE shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor’s invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.

b. In the event temporary work by the DEPARTMENT’s forces or by other Contractors temporarily prevent the VILLAGE from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the VILLAGE for the actual work it performs.

i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the VILLAGE from performing its work for a period of one (1) month or longer.

c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT’s invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the VILLAGE is unsatisfactory, the DEPARTMENT shall notify the VILLAGE of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the VILLAGE. The VILLAGE shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the VILLAGE will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

a. The VILLAGE shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the VILLAGE resolves the deficiency. If the deficiency is subsequently resolved, the VILLAGE may bill the DEPARTMENT for the retained amount during the next billing period. If the VILLAGE is unable to resolve the deficiency, the funds retained may be forfeited at
the end of the Agreement period. *(Section 287.058(1)(h), F.S.)*

b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT’s affected quarterly payment to the VILLAGE; or

c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provided in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the VILLAGE. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory VILLAGE performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.

b. As mutually agreed by both parties.

c. In accordance with *Section 287.058(1)(c), F.S.*, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the VILLAGE refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the VILLAGE pertinent to this Agreement which are subject to provisions of *Chapter 119, of the F.S.*

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the VILLAGE expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the VILLAGE shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the VILLAGE’s exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the VILLAGE, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the VILLAGE nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The VILLAGE’s obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT’s option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the VILLAGE’s receipt of the DEPARTMENT’S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT’S failure to notify the VILLAGE of a claim shall not release the VILLAGE of the above duty to defend and indemnify the DEPARTMENT.

The VILLAGE shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The VILLAGE’s evaluation of liability or its inability to evaluate liability shall not excuse the VILLAGE’s duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the VILLAGE.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

ISLAMORADA, VILLAGE OF ISLANDS:

BY: ____________________________
    VILLAGE MAYOR

ATTEST: _________________________
    (SEAL) VILLAGE CLERK

LEGAL REVIEW:

VILLAGE ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: ____________________________
    DISTRICT SECRETARY

ATTEST: _________________________
    (SEAL) EXECUTIVE SECRETARY

DISTRICT CHIEF COUNSEL
Exhibit "A"

Maintenance Responsibilities

The VILLAGE shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 5/US-1/South Dixie Highway, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the VILLAGE shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest DEPARTMENT Design Standard, guidelines, and procedures, as may be amended from time to time. The VILLAGE's maintenance obligations shall include but not be limited to:

a. Mowing, cutting and/or trimming and edging the grass and turf.

b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.

c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.

d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.

e. Paying for all water use and all costs associated therewith.

f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.

g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.

i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).

j. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

k. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Turf and Landscape Maintenance Department Funded Agreement between the Florida Department of Transportation and the Islamorada, Village of Islands Financial Project # 405798-2-78-03
Closure Information System, to the DEPARTMENT’s area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 405798-2-78-03

County: Monroe

FDOT Project Manager: Keith Jimmerson, P.E. 305-640-7277

VILLAGE Project Manager: Ms. Maria Aguilar, Village Manager
Exhibit "B"
Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the VILLAGE under this Agreement.

<table>
<thead>
<tr>
<th>State Road No.</th>
<th>Street Name</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>US-1/South Dixie Highway</td>
<td>Southern most part of Matecumbe Key</td>
<td>Northern most part of Plantation key</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Approx. MM72)</td>
<td>(Approx. MM91) (Tavernier Creek Bridge)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th># Cycles</th>
<th>Total Agreement Qtrs.</th>
<th>Unit Agreement Price</th>
<th>Total Current Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mowing large Machine (E104 4 1)</td>
<td>55.800</td>
<td>12</td>
<td>669.60</td>
<td>$8.00</td>
<td>$5,356.80</td>
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<tr>
<td>Mowing (slope) (E 104 4 2)</td>
<td>1.421</td>
<td>12</td>
<td>17.052</td>
<td>$35.00</td>
<td>$596.82</td>
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<tr>
<td>Mowing small machine (E104 4 3)</td>
<td>5.819</td>
<td>12</td>
<td>69.828</td>
<td>$35.00</td>
<td>$2,443.98</td>
</tr>
<tr>
<td>Mowing intermediate Machine (E104 4 4)</td>
<td>21.794</td>
<td>12</td>
<td>261.528</td>
<td>$20.00</td>
<td>$5,230.56</td>
</tr>
<tr>
<td>Weed Control manual (E104 50)</td>
<td>13.027</td>
<td>12</td>
<td>156.324</td>
<td>$176.06</td>
<td>$27,522.40</td>
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<tr>
<td>Litter Removal (E110 30)</td>
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<td>12</td>
<td>1,174.332</td>
<td>$10.00</td>
<td>$11,743.32</td>
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<tr>
<td>Edging &amp; Sweeping (E110 32 1)</td>
<td>3.320</td>
<td>12</td>
<td>39.840</td>
<td>$10.00</td>
<td>$398.40</td>
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<tr>
<td>Landscape Maintenance (E580 3 2)</td>
<td>0.042</td>
<td>12</td>
<td>0.504</td>
<td>$1200.00</td>
<td>$604.80</td>
</tr>
</tbody>
</table>

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: $53,897.08

Exhibit "C"

Turf and Landscape Maintenance Department Funded Agreement
between the Florida Department of Transportation and Islamorada, Village of Islands
Financial Project # 405798-2-78-03
Page 12 of 13
Islamorada, Village of Islands’ Resolution

To be herein incorporated once approved by the VILLAGE Council.
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

Contract No.: ARX52
Financial Project No(s): 405798-2-78-03
County(ies): Monroe

This Agreement made and entered into this 11th day of July 2016, by and between the State of Florida Department of Transportation, hereinafter called "Department", and Islamorada, Village of Islands, 86800 Overseas Hwy, Islamorada, FL 33036, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 26th day of June, 2015 entered into an Agreement whereby the Department retained the Contractor to perform Maintenance of all landscaped and/or turfed areas within the right-of-way having the limits described by Exhibit 'B', of the original contract.

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 12th day of July 2016 and ending the 11th day of July 2017 at a cost of $53,897.08

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

Isamorada, Village of Islands

Name of Contractor
Maria J Aquilas, Village Manager

Contractor Name and Title

BY: Maria J Aquilas
Authorized Signature
N/A

Name of Surety

City
State

By: Florida Licensed Insurance Agent or Attorney-In-Fact (Signature)

Countersigned: N/A
Florida Licensed Insurance Agent  Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Admin. Secretary or Designee (Signature)

Title: DIRECTOR

Legal:

Fiscal: Approval as to Availability of Funds
Contract No: ARX52
Financial Project No(s): 405798-2-78-03
Project Description: Turf and Landscape Maintenance Joint Participation Agreement - Islamorada, Village of Islands

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

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 Vendor/Consultant 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.

Company/Firm: Islamorada, Village of Islands

Authorized Signature: Maria T Aquilera
Title: Maria T Aquilera, Village Manager
Date: 2/29/2016