

**DISTRICT SEVEN
FLORIDA HIGHWAY BEAUTIFICATION COUNCIL
GRANT LANDSCAPE, CONSTRUCTION AND MAINTENANCE
MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into the _____ day of _____, 20__ between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, (the “Department”) and the **CITY OF CLEARWATER**, (the “City”)

WITNESSETH

WHEREAS, the Department has jurisdiction over and maintains State Roads 595 and 651 (Alt. US 19/S. Missouri Avenue) right-of-way consisting of road improvements and grassed areas located between Kingsley Street (Section 15007-000, M.P. 2.037); and Court Street (Section 15007-000, M.P. 3.041); in Pinellas County, Florida; and

WHEREAS, the City seeks to install and maintain certain landscaping within the roadside of the right of way of State Roads 595 and 651 (the “Project”); and

WHEREAS, the Department, through the Florida Highway Beautification Council (the “Council”), awarded the City a beautification grant (the “Grant”) for landscaping the roadside of the Project; and

WHEREAS, under FP #439079-1-74-01, the Department has allocated funds in its fiscal year 2016 for such improvements and is authorized by Section 339.2405 (11), Florida Statutes to reimburse the City for eligible expenditures; and

WHEREAS, the parties recognize the need for entering into an Agreement designating and setting forth the responsibilities of the City in constructing and maintaining the Project; and

WHEREAS, the City, by Resolution No. 15-22, has accepted the grant and authorized its officers to execute this Agreement on its behalf as depicted in Exhibit “A”.

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

1. Work shall not start until after the Department issues a Design Approval and Notice to Proceed with Construction letter. The Notice shall include a date by which construction must be completed. The City shall notify the District Highway Beautification Grant Coordinator and Operations Center Engineer two (2) full working days prior to commencing work.
2. The City agrees to install or cause to be installed landscaping within the Project area as specified in the Landscape Plans and Specifications included as Exhibit “A”. The City shall not change or deviate from the plan(s) without the Department’s prior written approval.

3. The City agrees to maintain the landscaping within the roadside within the right of way pursuant to the Landscape Maintenance Plans and Specifications included as Exhibit "A". Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with applicable Project standards, the Department may terminate this Agreement in accordance with paragraph 35.
4. All landscape installation and maintenance activities undertaken by the City shall be pursuant to the Work Zone Traffic Control Plan(s).
5. The Department's Pinellas Operations Center shall be notified two (2) full working days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Pinellas Operations Center notified immediately. The Operations Center Engineer with responsibility within this Project is located at 5211 Ulmerton Road, Clearwater, FL. 33760, Telephone (727) 575-8300.
6. Prior to any construction activities, the City shall submit plans, for review and comment, to all utility owners with facilities located within the limits of the Project. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this project, the City shall notify all utilities of its work schedule enabling facilities to be field located and marked to avoid damage. In advance of any reconstruction activity, the City shall submit plans to the Department for review and approval.
7. If the City desires to position vehicles, equipment or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, maintenance of traffic shall be in accordance with the Project plans and all departmental Maintenance of Traffic regulations. The City shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic to supervise set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding with construction, the City shall provide the Department with the Worksite Traffic Supervisor's certification.
8. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this agreement as determined by the Department.
9. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health,

safety or welfare, said portion shall be immediately brought into compliance at the sole cost and expense of the City.

10. If at any time after the City has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the Department that the limits or a part thereof are not properly installed or maintained pursuant to the terms of this Agreement. The Department may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the City to place the City on notice. Thereafter the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If the deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:
 - a. If installation is not completed pursuant to the plans in paragraph 2, the Department may complete the installation with Department or Contractor's personnel, and deduct the reasonable cost thereof from the money otherwise due the City under this Agreement.
 - b. The Department may terminate the Agreement, in which case the City shall at its own expense and within sixty (60) days after written notice by the Department, remove all of the landscaping that the Department directs be removed and return the right-of-way to its original condition. The City shall be responsible for any materials it removes. The Department may, in its discretion, remove, relocate or adjust the landscaping materials, with the City being responsible for the cost of any removal.

Upon Department action under one of the above options and upon direction of the Department, the City shall cease installation and maintenance activities under this Agreement.

11. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Department shall give the City notice regarding such removal, relocation or adjustment and the City shall be allowed sixty (60) calendar days to remove all or part of the Project at its own cost. The City shall be responsible for any materials it removes. After the sixty (60) calendar day removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this Agreement, it shall restore the surface of the affected portion of the project premises to the same safe and trafficable condition as existed prior to installation of such improvements.
12. The City may utilize its employees or third parties to accomplish its obligations under this Agreement, however, the City remains responsible for construction and maintenance under this Agreement and shall take all steps necessary to ensure that its employees or third parties perform as required under this Agreement.

13. The City has estimated the total project cost to be \$220,844.69 and in the grant application dated October 1, 2015. The Department agrees to pay the City the total sum of \$100,000.00 of the final Project cost as shown in Exhibit "B". Subject to this limit, the Department will pay only for those costs which are allowed by Section 339.2405 (11), Florida Statutes.
14. The Department's participation in the Project cost is limited to those items which are directly related to this Project. Project costs incurred prior to issuance by the Department of a Notice to Proceed are not eligible for reimbursement.
15. Payment shall be made to the City by the Department under the following conditions and in accordance with the State Financial Provisions in paragraphs 16 through 27.
 - a. This Agreement has not been terminated pursuant paragraph 25.
 - b. The grant award has not lapsed pursuant to paragraph 20.
 - c. Written certification of the completion of the installation and acceptance by the City is provided to the Department.
 - e. The District Landscape Architect has inspected the work and has issued a letter of final completion to the City noting that it has fully met with the terms and conditions of this Agreement.
 - f. After Department issuance of the final completion letter, the City shall provide the Department with three (3) sets of 11" x 17" folded As-Built drawings

STANDARD FINANCIAL PROVISIONS

16. The Department agrees to compensate the City for services described in Exhibit "A" - Landscape Plans and Specifications".
17. The City 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, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit "B" –"Estimated Project Costs". (*Section 287.058(1)(d) and (e) F.S.*)
18. Invoice Summaries shall be submitted by the City 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 A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. (*Section 287.058 (1) (a), F.S.*)
19. There shall be no reimbursement for travel expenses under this Agreement.

20. 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.** If the Department determines that the performance of the City is unsatisfactory, the Department shall notify the City of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The City shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the City will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the City until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the City) no later than _____.
21. The City providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) working days. 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 date the Invoice Summary is received. (**Section 215.422 (1), F.S.**)
22. 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 Summary amount, to the City. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the City requests payment. Invoice Summaries that have to be returned to a City because of City preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.
23. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the City who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516. (**Section 215.422 (5) and (7), F.S.**)
24. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by 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 City's general accounting records and 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.**)
25. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (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 one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

26. The Department’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (*Section 216.311, F.S.*)
27. The City agrees to comply with *Section 20.055 (5), F.S.*, and to incorporate in all subcontracts the obligation to comply with *Section 20.055 (5), F.S.*

CONSTRUCTION, MAINTENANCE AND RECONSTRUCTION

28. The Operations Center Engineer shall be notified two (2) full working days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located 5211 Ulmerton Road, Clearwater, FL. 33760; Telephone 727-575-8300.
29. Prior to any Project construction or reconstruction activity, the City shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the City. Prior to commencing any field activity on this Project, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.
30. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraph 35 the City shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:
 - (1) remove litter from all landscaped areas of the Project Highway;
 - (2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project Highway;
 - (3) water and fertilize all plants;

- (4) mulch all plants beds;
 - (5) keep plants as free as practicable from disease and harmful insects;
 - (6) weed the Project premises routinely;
 - (7) mow and/or cut grass within the areas delineated by the landscape plans;
 - (8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
 - (9) replace, or at the City's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
 - (10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
 - (11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).
31. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with Paragraph 35.
32. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this agreement as determined by the Department.
33. It is understood between the parties hereto that any or all of the Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The City shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty (60) calendar days removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this agreement, the City shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

CONTRACT TERM LENGTH AND TERMINATION

34. The term of this Agreement shall be for a period of ten years commencing on the date of execution of the Agreement, with ten year renewal options. The Department shall send the City an expiration notice six months prior to each ten year expiration date. Any renewal must be agreed upon by both parties in writing ninety calendar days prior to the expiration of the existing agreement.

In the event that the City elects to not renew the Agreement, then the City shall, at its sole expense, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

35. The Agreement may be terminated by the Department if the City, following fifteen (15) calendar days' written notice, fails to perform its duties under this agreement.
36. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or City to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.
37. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 35, if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to Paragraph 35, the Department may complete, remove, relocate or adjust the Project as it deems best.

CLAIMS

38. When the Department receives notice of a claim for damages that may have been caused by the City in the performance of services required under this Agreement, the Department will immediately forward the claim to the City.

STATE SINGLE AUDIT PROVISIONS

39. The administration of resources awarded through the Department to the City by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official. The City shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the City's use of state financial assistance may include but not be limited to on-site visits by the Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits, when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the City agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The City further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The City, a non-state entity as defined by Section 215.97 (2) (m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the City meets the audit threshold requirements established by Section 215.97, Florida statutes, the City must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit “B” to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the City to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the City shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the City shall ensure that the audit complies with the requirements of Section 215.97 (8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97 (2) (e). Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the City does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the City is exempt for such a fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the City must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months After the end of the City’s audit period for each applicable audit year. In the event the City does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the City’s resources (*i.e.*, the cost of such an audit must be from the City’s resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS-24
605 Suwannee Street
Tallahassee, FL. 32399-9405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL. 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The City, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the City in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the City's financial reporting package, including corrective action plans and management letters to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the City fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the City shall permit the Department, or its designee, DFS or the Auditor General, access to the City's Records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit

findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The City shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The City shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the department.

GENERAL

40. E-Verify:

1. The City shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of this Agreement; and
 2. shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term (*Executive Order Number 2011-02*).
41. The City covenants to appropriate in its annual budget, for each Fiscal Year, non ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.
42. The beautification grant awarded pursuant to this Agreement shall be effective and continue for a period of two (2) years from the date of this Agreement. All work must be completed in a time frame where the Department's letter of final completion is issued to the City no later than two (2) years after the date of the Agreement.
43. The City covenants to appropriate in its annual budget, for each Fiscal Year, non ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.
44. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties.

45. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements or understandings, oral or written, with reference to the subject matter that are not merged herein and superseded hereby.
46. This Agreement may not be assigned or transferred by the City, in whole or in part without consent of the Department.
47. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
48. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:
- (a) If to the Department, address to District Maintenance Engineer, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (b) If to the City address to _____
_____ or at such other address as the City may from time to time designate by written notice to the Department.

All time limits provided shall run from the date of receipt of all such notices, demands, requests and other instruments.

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

CITY OF CLEARWATER
(AGENCY)

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

By: _____

Mayor George N. Cretekos

By: _____

Brian McKishnie, P. E., District 7
Director of Transportation
Operations

Attest: _____(SEAL)
Clerk/Director

Attest: _____(SEAL)
Executive Secretary

Legal Approval

Legal Approval

Exhibit "A" – Landscape Plans and Specifications
Exhibit "B" – Estimated Project Cost

Catalog of State Financial Assistance (CSFA) Number - 55003
CSFA Title - Florida Highway Beautification Council
Object Code – 75100
Category - 088850

City Signature Page for District Seven Florida Highway Beautification Council Grant
Landscape, Construction and Maintenance Memorandum of Agreement
(Missouri Avenue right-of-way between Kingsley Street and Court Street)

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Matthew M. Smith
Assistant City Attorney

Rosemarie Call
City Clerk

EXHIBIT B

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL
CSFA Number: 55.003
***Award Amount:** \$100,000

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.003 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>