

EXHIBIT B

FDOT Standard Financial Provisions

1. The Department agrees to compensate the County for costs accrued as part of the Ambient Water Quality Monitoring Program described within Exhibit A of this Interlocal Agreement. The method of compensation is described in Section 3 of the Interlocal Agreement.
2. The County 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 Ambient Water Quality Monitoring Program and the quantifiable, measurable, and verifiable units of deliverables are described more fully in the body of the Interlocal Agreement and in Exhibit A attached thereto.
3. Invoices shall be submitted by the County in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in the body of the Interlocal Agreement and Exhibit A attached thereto. Deliverables must be received and accepted in writing by the Department prior to payments.
4. Supporting documentation must establish that the deliverables were received and accepted in writing by the County and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the Interlocal Agreement, was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in FDOT Contract Payment Requirements.
5. 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.** or the Department's Comptroller under Section 334.044 (29), Florida Statutes. If the Department determines that the performance of the County is unsatisfactory, the Department shall notify the County of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The County shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the County will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the County 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 County resolves the deficiency. If the deficiency is subsequently resolved, the County may bill the Department for the retained amount during the next billing period. If the County is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

7. A Party 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 5 working days 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, 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 County. Interest penalties of less than one (1) dollar will not be enforced unless the County requests payment. Invoices that have to be returned to the County because of County's 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 a Party who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

8. The County shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 shall be retained according to the Records Retention Schedule posted on the Disbursement Operations SharePoint site 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 County'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.
9. 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 \$25,000.00 and which have a term for a period of more than 1 year."

10. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. **(Section 287.0582, F.S.)**
11. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.