

RESOLUTION NO. 2011- 72

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ST. JOHNS COUNTY PERTAINING TO THE DESIGN OF COUNTY ROAD 210 AND INTERSTATE 95 INTERCHANGE PHASE 2 IMPROVEMENTS; PROVIDING DIRECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (the "DEPARTMENT"), and St. Johns County (the "COUNTY") desire to enter into the "Transportation Regional Incentive Program Agreement" dated April 15, 2011, Designated by the COUNTY as Agreement/Contract No. 424307-2-38-01 (the "TRIP Agreement"); and

WHEREAS, the TRIP Agreement bears the DEPARTMENT Financial Project I.D. number 424307-2-38-01, and pertains to a project located in St. Johns County, Florida, known as Design of Phase 2 on I-95 at CR 210, (the "PROJECT"); and

WHEREAS, the TRIP Agreement is attached and incorporated to this Resolution; and

WHEREAS, the COUNTY has reviewed the terms, provisions, and requirements of the TRIP Agreement, and has determined that accepting the terms of the TRIP Agreement, will service the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached TRIP Agreement (bearing the Financial Project Numbers 424307-2-38-01) between the State of Florida Department of Transportation and State Johns County, Florida, concerning design of Phase 2 improvements on I-95 at County Road 210, and authorizing the County Administrator, or designee, to execute the TRIP Agreement, on behalf of the County.

Section 3. The Board of County Commissioners authorizes the County Administrator, or designee, to execute any other paperwork associated with, or necessary to accomplish, the overall goal set forth in the TRIP Agreement.

Section 4. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of April, 2011.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

ATTEST:

Ram Halterman
Deputy Clerk

BY:

Ken Bryan
Ken Bryan--Chair

RENDITION DATE 4/8/11



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "COUNTY."

RECITALS

1. WHEREAS, the DEPARTMENT has the authority, under s. 334.044 F.S, to enter into this Agreement; and
2. WHEREAS, the Transportation Regional Incentive Program was created by s. 339.2819 F.S. to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to s. 339.155 (5) F.S.; and
3. WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of s. 339.2819 F.S.; and
4. WHEREAS, the North Florida Transportation Planning Organization, acting as a designated regional partnership under s.339.155 (5)(c) F.S. and formed by an interlocal agreement, designated I-95 at CR 210 – Phase 2 Improvements as a regional facility by resolution, a copy of which is incorporated into this Agreement and attached.
5. WHEREAS, the DEPARTMENT is willing to provide ST. JOHNS COUNTY with financial assistance under Financial Project No. 424307-2-38-01 hereinafter referred to as the "PROJECT," in accordance with s. 339.2819 F.S.; and
6. WHEREAS, the COUNTY by Resolution No. _____ dated the ___ day of _____, 2011, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

- A) The PROJECT consists of the design of the Phase 2 improvements on I-95 at CR 210 in St. Johns County, Florida.
- B) The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing. **Exhibit E, Certification of Completion is attached.**
- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof, as established in **Exhibit B, Schedule of Services**. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with quarterly progress reports.

- D) The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:

Florida Department of Transportation
District Two Planning Office
Mr. James Bennett, P.E., Urban Area Transportation Development Engineer
2198 Edison Avenue
Jacksonville, Florida 32204-2730
Telephone: (904) 360-5646

TO COUNTY:

Mr. Andrew J. Ames, P.E.
Assistant County Engineer
St. Johns County Engineering Division
2740 Industry Center Road
St. Augustine, Florida 32084

2. TERM

- A) The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

Design to be completed on or before June 30, 2012.

- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

3. COMPENSATION AND PAYMENT

- A) The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT Financial Project Number 424307-2-38-01. The COUNTY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to s. 339.2819 F.S.

- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is \$300,000.00 (Three hundred thousand dollars and no/100). The estimated COUNTY share for one-half (1/2) the match of the TRIP funded portion of the PROJECT expenditures is \$150,000.00 (One hundred fifty thousand dollars and no / 100). The estimated DEPARTMENT share for one-half (1/2) the match of the TRIP funded portion of the PROJECT expenditures is \$150,000.00 (One hundred fifty thousand dollars and no/100) which is the maximum participation by the DEPARTMENT. The parties further agree all remaining costs of the PROJECT will be borne by the COUNTY as established in **Exhibit C, Schedule of Funding**.

- i) In the event the COUNTY proceeds with the design of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).
- ii) Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measureable and verifiable deliverables as

established in **Exhibit A, Scope of Services** and Project Plans when approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

- iii) 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 as specified in Section 1 (B) was met, and the criteria for evaluating successful completion as specified in Section 1 (B) was met.
 - iv) The COUNTY may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
 - v) All costs charged to the PROJECT by the COUNTY shall be in detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, as detailed in **Exhibit F, Standard Financial Provisions**.
- B) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT under s 334.044 (29), F.S.
 - C) The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an appropriation by the Florida Legislature.
 - D) Travel costs will not be reimbursed.
 - E) The COUNTY shall submit one invoice (3 copies), plus supporting documentation required by the DEPARTMENT. Payment shall be made to the COUNTY upon completion of all services, as approved by the DEPARTMENT.
 - F) Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has (5) five working days to inspect and approve the goods and services. 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 s 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 a COUNTY because of COUNTY 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.

- G) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from the state. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

- H) Records of costs incurred under 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 years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- I) 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 one 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4. ROADWAY LEVEL OF SERVICE

- A) Florida Statute 163.3180(10) requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT for the PROJECT limits.
- B) The logical termini for the PROJECT is I-95 at CR 210 – Phase 2 Improvements.
- C) The COUNTY agrees that upon execution of this agreement the level of service for the segment of I-95 at CR 210 – Phase 2 Improvements between the logical termini specified in (B), above, shall be as designated by the DEPARTMENT. Upon execution of this agreement the level of service will be (C), subject to change by the DEPARTMENT without need to modify this agreement.
- D) The COUNTY agreed with the Level of Service (C) designation to the Comprehensive Plan adopted on March 25, 2003, Ordinance No. 2003-31.

5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS (if applicable)

- A) In-kind services are goods, commodities, or services received in lieu of cash payments. Goods and commodities should be valued based on their current market value.
- B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the Office of Right of Way.
- C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf> and are incorporated into this Agreement as Attachment 1.

- D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

6. INSURANCE

A) LIABILITY INSURANCE.

- i) The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2000), as amended.

B) WORKERS' COMPENSATION.

- i) The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

7. COMPLIANCE WITH LAWS

- A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in s 337.274, F. S.

8. AUDITS

- A) The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B) MONITORING

- i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the COUNTY 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 COUNTY is appropriate, the COUNTY agrees to comply with any

additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, Florida's Chief Financial Officer (CFO) or Auditor General.

C) AUDITS

i) 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 COUNTY expends \$500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the COUNTY must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. **EXHIBIT-1** to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement, if applicable. In determining the Federal awards expended in its fiscal year, the COUNTY 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 COUNTY 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 COUNTY shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(3) If the COUNTY expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the COUNTY expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from COUNTY 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.

ii) PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (m), Florida Statutes) are to have audits done annually using the following criteria:

(1) In the event that the COUNTY expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such COUNTY, the COUNTY 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 Florida Department of Financial Services 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, if applicable. In determining the state financial assistance expended in its fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- (2) In connection with the audit requirements addressed in Part II, paragraph 1; the COUNTY shall ensure that the audit complies with the requirements of s 215.97(7), F.S. This includes submission of a financial reporting package as defined by s 215.97(2)(e), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- (3) If the COUNTY expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of s 215.97, F.S., is not required. In the event that the COUNTY expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the COUNTY 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.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) The COUNTY 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.
- (2) 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 Comptroller, 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.

iv) PART IV: REPORT SUBMISSION

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

Florida Department of Transportation
Planning Department, MS 2014
Attn: Kim Evans
1109 South Marion Avenue
Lake City, Florida 32025

- (2) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

(4) In the event that a copy of the reporting package for an audit 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 COUNTY 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 the following:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the COUNTY shall submit a copy of the 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 the following address:

Florida Department of Transportation
Planning Department, MS 2014
Attn: Kim Evans
1109 South Marion Avenue
Lake City, Florida 32025

(6) Copies of financial reporting packages required by Part II of this Agreement shall be submitted by or on behalf of the COUNTY directly to the following:

Florida Department of Transportation
Planning Department, MS 2014
Attn: Kim Evans
1109 South Marion Avenue
Lake City, Florida 32025

(7) 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

(8) Copies of reports or the management letter required by Part III of this Agreement shall be submitted by or on behalf of the COUNTY directly to the DEPARTMENT at the following address:

Florida Department of Transportation

Planning Department, MS 2014
Attn: Kim Evans
1109 South Marion Avenue
Lake City, Florida 32025

- (9) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (10) The COUNTY, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 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 reporting package was delivered to the recipient in correspondence accompanying the reporting package.

V) PART V: RECORD RETENTION

- (1) The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the Florida CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the Florida CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

9. TERMINATION AND DEFAULT

- A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.
- B) If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

10. E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- A. all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida; and

- B. all persons, including contractors and subcontractors, assigned by the Agency to perform work pursuant to the Agreement with the Department.

11. MISCELLANEOUS

- A) 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.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.
- C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- C) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the COUNTY and the DEPARTMENT.
- D) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- E) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- F) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with s 09. TERMINATION AND DEFAULT.
- G) An entity or affiliate which has been placed on the discriminatory vendor list 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.
- H) 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 s 287.017, F.S, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman of the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS or its designee, as authorized by **Resolution Number** _____, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

ST. JOHNS COUNTY, FLORIDA,
a Florida Governmental Authority

ATTEST

CLERK:

(Seal)

TITLE: **Chairman, Board of County Commissioners**

Print Name

Date

Print Name

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

By:

EXECUTIVE SECRETARY

(Seal)

DISTRICT TWO SECRETARY

Print Name:

Date

Lisa Lambert

Print Name:

Date

Alan R. Mosley, P.E.

Fla. Dept. of Trans. Legal Review:

By:

Date

Availability of Funds Approval:

Date

EXHIBIT – 1

STATE AGENCY: FDOT
CSFA# 55.026
TITLE: TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP)
AMOUNT: \$ 150,000.00

Allowed Activities / Allowable Costs:

The TRIP Program is intended to provide state matching funds for capital projects, not operating expenses, on regionally significant facilities.

Eligibility:

339.2819, F.S. establishes several minimum eligibility criteria in order to qualify for the TRIP funds. They include:

- Supports those transportation facilities that serve national, statewide or regional functions projects and function as an integrated regional transportation system.
- Be identified in the capital improvements element of a comprehensive plan that has been determined to be in compliance with part II of chapter 163, after July 1, 2005, or to implement a long term concurrency management system adopted by a local government in accordance with F. S. 163.3177 (9). Further, the project shall be in compliance with local government comprehensive plan policies relative to corridor management.
- Be consistent with the Strategic Intermodal System Plan developed under F.S. 339.64.
- Have a commitment for local, regional or private financial matching as a percentage of the overall project cost.

Compliance Requirements:

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

Matching:

The percentage of matching funds provided from the Transportation Regional Incentive Program shall be 50 percent of the project costs.

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

**Exhibit A
SCOPE OF SERVICES
PROJECT DESCRIPTION AND RESPONSIBILITIES**

Financial Project No.: 424307-2-38-01

Catalog of State Financial Assistance No.: 55.008

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the St. Johns County Board of County Commissioners dated _____.

PROJECT LOCATION:

The project is referred to as the Design of Phase 2 modification improvements on I-95 at County Road 210 in St. Johns County, Florida.

PROJECT DESCRIPTION:

The project consists of the design of existing roadway as follows:

Improvements necessary to accommodate the near term level of service concerns associated with the I-95 interchange. Includes adding a third through-lane on CR 210 in each direction (eastbound and westbound) at the interchange, widening CR 210 from a four-lane divided roadway to a 6-lane divided roadway for approximately one mile from Interstate 95 westward to Leo Maguire Parkway to service the southbound off ramp and northbound on ramp volumes. Improvements required to complete this project include an additional through travel lane in each direction, replacement of the Sampson Creek Box culvert due to structural and standard design issues, profile and other geometric improvements to increase driver safety and revisions to traffic signals at Russell Sampson Road and at Leo Maguire Parkway.

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$150,000.00**.

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 execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

**Exhibit B
SCHEDULE OF SERVICES**

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) Design to be completed by June 30, 2012.

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.

**Exhibit C
SCHEDULE OF FUNDING**

The Honorable Ronald R. Sanchez, Chairman St. Johns County Board of County Commissioners 4020 Lewis Speedway, Suite 1200 St. Augustine, Florida 32084	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP)	Financial Project ID: 424307-2-38-01
		Contract Number:

PROJECT DESCRIPTION

Name: Design of I-95 at CR 210 – Phase 2 Improvements

Length N/A

Termini: _____

Description of Work: preliminary design

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (50%)	(3) STATE & FEDERAL FUNDS (50%)
Design <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> Total Design Cost	<u>\$ 300,000.00</u> _____ _____ _____ <u>\$ 300,000.00</u>	<u>\$ 150,000.00</u> _____ _____ _____ <u>\$ 150,000.00</u>	<u>\$ 150,000.00</u> _____ _____ _____ <u>\$ 150,000.00</u>
Construction <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> Total Construction Costs	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Total Cost of Project	<u>\$ 300,000.00</u>	<u>\$ 150,000.00</u>	<u>\$ 150,000.00</u>

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

Exhibit E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION OF COMPLETION AGREEMENT

375-040-25
PROCUREMENT
OGC - 0812

Contract No. _____
Financial Project I.D. _____
Vendor No. _____
Procurement No. _____
DMS Catalog Class No. _____

THIS CERTIFICATION OF COMPLETION 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 _____ of _____, duly authorized to conduct business in the State of Florida, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Department and the Consultant heretofore on _____ entered into an Agreement whereby the Department retained the Consultant to furnish certain services in connection with _____; and

WHEREAS, the services which the Consultant agreed to furnish are 100% complete, for which the Consultant is entitled to a fee of \$ _____ detailed as follows:

and;

WHEREAS, there has been previously paid to the Consultant under the terms of said Agreement the sum of \$ _____

- Leaving a balance of \$ _____ still due and payable to the Consultant by the Department;
- Leaving an overpayment of \$ _____ due and payable to the Department by the Consultant;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Consultant, does hereby agree with the Department to the completion of the Agreement dated _____, and all amendments and supplemental agreements thereto, except for those provisions wherein the Consultant agrees to protect, indemnify, defend, save, and hold harmless the Department from all claims, demands or liabilities which may arise out of or because of said Agreement, which provisions will remain in full force and effect. The Consultant agrees that the amount to be paid is the final payment due for services rendered pursuant to the Agreement.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Consultant

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____

(Print/Type)

Title: _____

Contracting Office Approval:

Exhibit F
Standard Financial Provisions

1. The Department agrees to pay the St. Johns County Board of County Commissioners for the herein described services at compensation as detailed in this Agreement.
2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of design of the Phase 2 improvements at CR 210 in St. Johns County.
3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
4. The Participant shall provide the following 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. Said deliverables consists of associated costs incurred with design.
5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.
6. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's **Travel Form No. 300-000-01** and will be paid in accordance with **Section 112.061, F.S.**
7. Participants 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. 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.
8. 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 Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants 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 Department of Financial Services Hotline at 1-877-693-5236.
10. 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 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 Participant'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.
11. 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."
12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.