

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20060547**

**1. ACTION REQUESTED/PURPOSE:** Approve and authorize Chairwoman to sign Joint Project Agreement (JPA) and authorizing resolution with the Florida Department of Transportation for the Countywide Signal Retiming Project.

**2. WHAT ACTION ACCOMPLISHES:** Allows the County to execute the agreement and proceed with the project.

**3. MANAGEMENT RECOMMENDATION:** Approve.

<b>4. Departmental Category:</b> 09 <span style="font-size: 1.5em; margin-left: 20px;">C9A</span>		<b>5. Meeting Date:</b> 05-16-2006
<b>6. Agenda:</b>	<b>7. Requirement/Purpose: (specify)</b>	<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	<b>Commissioner</b> _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	<b>Department</b> Transportation
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	<b>Division</b> _____
<input type="checkbox"/> Public	<input type="checkbox"/> Other	<b>By:</b> Scott Gilbertson
<input type="checkbox"/> Walk-On		

**9. Background:**  
The Florida Department of Transportation has programmed multi-year funding for this project in FDOT fiscal years 05/06 and 06/07. Approval of the Joint Project Agreement will allow Lee County DOT to begin the project to retime traffic signals on FDOT jurisdiction roadways based upon the fiscal year 05/06 available project funding amount of \$357,500. An additional \$200,000 is currently programmed in FDOT fiscal year 06/07 to provide funds for this project in future fiscal years. Future JPA amendments to increase project funding amounts as they become available for this project are anticipated. Current project funding amounts are reimbursable from FDOT.

This project was anticipated and funds are available in account number 22606630700.506540.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>S. Gilbertson</i> S. Gilbertson Date: 5/3/06		NA		<i>[Signature]</i> 5/3/06	<i>[Signature]</i> 5-4-06	<i>[Signature]</i> 5/4/06	<i>[Signature]</i> 5/4/06	<i>[Signature]</i> 5/4/06	<i>[Signature]</i> Lavender Date 5.2.06

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY  
COUNTY ADMIN. *[Signature]*

5-3-06

4:05

COUNTY ADMIN  
FORWARDED TO:

P.B. 5-4-06

Rec. by CoAtty

Date: 5/3/06

Time: 11:45 AM

Forwarded To:  
2:40 pm  
5/3/06

**FORWARD WITH AGREEMENT AND BLUE SHEET**

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

**GRANT AT A GLANCE**

GRANT AWARD INFORMATION

1. County Grant ID (project #): 226066

2. Title of Grant: Countywide Signal Timing Update

3. Amount of Award: \$357,000 Payback in 05/06

4. Amount of Match Required: \$0

5. Type of Match: N/A  
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #20.205	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: FPN No. 414084-1

8. Contract Period:	Begin Date: <u>upon exec</u>	End Date: <u>6/30/2009</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 226066

11. Scope of Grant:	(describe project). <u>Signal timing update at various locations countywide.</u>
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12. Has this Grant been Funded Before?  YES  NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years?  YES  NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense?  YES  NO

If YES What is the Lee County Budget Impact:

1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
4 <sup>th</sup> Year	5 <sup>th</sup> Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

**ADMINISTERING DEPARTMENT INFORMATION**

1. Department: Engineering Services/DOT

2. Contacts:

Program Mgr. Earl Salley	Phone #: 694-7600
Fiscal Mgr. Eileen Webster	Phone #:479-8507

**GRANTOR AGENCY INFORMATION**  
(The agency you signed this agreement with)

1. Grantor Agency: State Of Florida Department of Transportation  
Program Title/Division: District One LFA, JPA Coordinator  
3. Agency Contact: Karen Miracola  
4. Phone Number: 863-519-2791  
Mailing Address: 2295 Victoria Ave, Ft. Myers, FL 33902

**SOURCE OF FUNDS**

1. Original Funding  
Source: FDOT  
(name of agency where funding originated from)  
2. Pass Through Agency:  
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT- --then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).  
3. Additional Information for Other Agencies Involved:  
none  
3a. Is the County a Grantee  
or Subrecipient in #3 above: Grantee

**REPORTING REQUIREMENTS**

1. Does this grant require a separate subfund? YES  NO   
(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES  NO   
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

**COMMENTS--INSTRUCTIONS:**  
Lee County to be reimbursed at completion of project

**LEE COUNTY RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING LEE COUNTY TO ENTER  
INTO A JOINT PROJECT AGREEMENT WITH THE  
FLORIDA DEPARTMENT OF TRANSPORTATION**

This is a Resolution of the Board of County Commissioners, Lee County, Florida, a political subdivision of the State, authorizing the execution of a Joint Project Agreement with the Florida Department of Transportation.

**WHEREAS**, Lee County, Florida, has the statutory authority to enter into this Agreement with the Florida Department of Transportation in accordance with Section 339.12, Florida Statutes.

**NOW THEREFORE, BE IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that:**

1. The Joint Project Agreement for the Signal Timing Update is hereby approved.
2. The Chairwoman or Chairman of and the Clerk, to the Board of County Commissioners of Lee County, Florida, or designee per Lee County Administrative Code 1-3 are hereby authorized to execute said Agreement.
3. The Clerk of the Circuit Court is hereby authorized and directed to transmit one (1) certified copy of this Resolution to the Florida Department of Transportation along with the executed Agreements.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, being put to a vote, the vote was as follows:

DOUGLAS ST. CERNY \_\_\_\_\_  
BOB JANES \_\_\_\_\_  
RAY JUDAH \_\_\_\_\_  
TAMMARA HALL \_\_\_\_\_  
JOHN E. ALBION \_\_\_\_\_

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of County Attorney

FM No.: 414084-1-38-01  
FAP: 8887 198 A  
CFDA: 20.205  
LEE COUNTY

**JOINT PROJECT AGREEMENT  
BETWEEN THE  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
LEE COUNTY  
FOR SIGNAL TIMING UPDATE AT VARIOUS LOCATIONS**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the "DEPARTMENT", and LEE COUNTY, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

1. WHEREAS, the COUNTY has the authority to enter into said Agreement and to undertake the Project hereinafter described; and
2. WHEREAS, the Project, is on the State Highway System at various locations, a copy of which is incorporated into this agreement and included as Exhibit A; and
3. WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and
4. WHEREAS, the DEPARTMENT will compensate the COUNTY for costs directly related to the Project; and
5. WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 2006, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of the Board of County Commissioners 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 COUNTY shall furnish certain services with which to complete the Project.
- B. The COUNTY agrees to undertake the Project, with its own forces or through a consultant, in accordance with DEPARTMENT'S standards, specifications, permit requirements, and all applicable federal, state and local statutes, rules and regulations.
- 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. Coordination shall be

maintained by the COUNTY with representatives of the DEPARTMENT.

- D. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E. All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the DEPARTMENT without restriction or limitation on their use. The DEPARTMENT will have the right to visit the site for inspection of the work and the drawings of the COUNTY at any time.
- F. All notices under this Agreement shall be directed to the following addresses:

**TO DEPARTMENT:**

Don Cashdollar, Project Manager  
Florida Department of Transportation  
P.O. Box 1249  
Bartow, Florida 33831-1249

**TO COUNTY:**

Earl Salley, Project Manager  
Lee County DOT  
5650 Enterprise Parkway  
Fort Myers, FL 33905

**2. TERM**

- A. The services to be rendered by the COUNTY shall commence, subsequent to the execution of this Agreement, upon written notice from the Department's Project Manager or his designee ("Notice") and shall be completed by June 30, 2009.
- B. This contract 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.

**3. COMPENSATION AND PAYMENT**

- A. The DEPARTMENT, agrees to maximum participation, in the PROJECT in the amount of THREE HUNDRED FIFTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$357,500.00). The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.
- C. If this contract involves units of deliverables, then such units must be received and accepted

in writing by the Contract Manager prior to payments.

- D. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- E. Bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with Section 112.061, Florida Statutes.
- F. A COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. 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 payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, 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 which have to be returned to the 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. 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.
- H. 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 a state and/or COUNTY. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- I. 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 three 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.



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

#### **4. INDEMNITY AND INSURANCE**

##### **A. INDEMNITY**

- 1) To the extent allowed by Section 768.28, Florida Statutes, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the COUNTY, its officers, agents, employees or contractors/subcontractors or due to any negligent act or occurrence of omission or commission of the COUNTY, its officers, agents, employees or contractors/subcontractors. Neither the COUNTY nor any of its officers, agents, employees or contractors/subcontractors will be liable under this section for the negligence of the DEPARTMENT or any of its officers, agents or employees.
- 2) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, who perform work in connection with this Agreement:

"The contractor shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or

employees. Neither the contractor, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees."

**B. INSURANCE.**

- 1) The COUNTY shall carry and keep in force during the period of this Agreement public liability and worker's compensation insurance policies in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (1999), as amended.

**5. 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, and 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 Contract.
- C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature or a state COUNTY.
- 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 Contract for purposes other than those set out in Section 337.274, Florida Statutes.

**6. AUDITS**

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

**B. MONITORING**

- 1) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and §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 recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## C. AUDITS

### 1) PART I: FEDERALLY FUNDED

- (a) 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:
- (b) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 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 recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- (c) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- (d) If the recipient 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 recipient 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 recipient resources obtained from other than Federal entities).
- (e) 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.

### 2) PART II: STATE FUNDED

- (a) Recipients of state funds (i.e. a non-state entity as defined by §215.97(2) (l), Florida

Statutes) are to have audits done annually using the following criteria:

- (1) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with §215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
  - (b) In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of §215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by §215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - (c) If the recipient 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 §215.97, Florida Statutes, is not required. In the event that the recipient 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 §215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
  - (d) 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.
- 3) PART III: OTHER AUDIT REQUIREMENTS
- (a) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
  - (b) 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 FDOT, the 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.

4) PART IV: REPORT SUBMISSION

- (a) 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 §.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  
Attn: Karen A. Miracola, District JPA/LFA Coordinator  
2295 Victoria Avenue, Suite 292W  
Fort Myers, Florida 33901

- (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by §.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

- (c) Other Federal agencies and pass-through entities in accordance with §.320 (e) and (f), OMB Circular A-133, as revised.
- (d) 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 §.320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to §.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

- (e) In addition, pursuant to §.320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in §.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  
Attn: Karen A. Miracola, District JPA/LFA Coordinator  
2295 Victoria Avenue, Suite 292W  
Fort Myers, Florida 33901

- (f) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation  
Attn: Karen A. Miracola, District JPA/LFA Coordinator  
2295 Victoria Avenue, Suite 292W  
Fort Myers, Florida 33902-1030

- (g) 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

- (h) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

Florida Department of Transportation  
Attn: Karen A. Miracola, District JPA/LFA Coordinator  
2295 Victoria Avenue, Suite 292W  
Fort Myers, Florida 33902-1030

- (i) 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.
- (j) Recipients, 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.

5) PART V: RECORD RETENTION

- (a) The recipient 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 state 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 state 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.

## **7. TERMINATION AND DEFAULT**

- A. This Contract may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Contract may be canceled by the COUNTY upon (60) days written notice to the DEPARTMENT.
- 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) take 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 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.

## **8. 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 shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

- D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not 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 with the same formality and of equal dignity herewith.
  
- E. 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.
  
- F. 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.



**IN WITNESS WHEREOF**, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman of the 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:

**LEE COUNTY, FLORIDA**

ATTEST

_____	(Seal)	_____	
CLERK		CHAIRMAN, BOARD OF COUNTY COMMISSIONERS	
_____	Date	_____	
		Print Name	_____
			Date

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

_____	(Seal)	By: _____	
EXECUTIVE SECRETARY		DISTRICT SECRETARY OR DESIGNEE DISTRICT ONE	
_____	Date	_____	
Print Name		Print Name	_____
			Date

FDOT Project Manager Approval:

FDOT. Legal Review:

By: _____	By: _____
_____	_____
Date	Date

**EXHIBIT A**  
**Page 1 of 3**

Location	Intersection #	Zone #	Zone Name	Maint	Phasing	Data Collection Rank	Travel Time	24 hr count
MLK (SR 82) & Lee/Thompson	1	10	MLK East	FDOT		2		
MLK (SR 82) & Hendry St	2	10	MLK East	FDOT		2		
MLK (SR 82) & Monroe St	3	10	MLK East	FDOT		2		
US 41 & SR 80/SR 82/McGregor	4	10	MLK East	FDOT		2		NB/SB EB/WB
Bay St & Monroe St	1	11	Downtown	FDOT		3	*	
Second St & Hendry St	10	11	Downtown	FDOT		3	*	
Monroe St & Second St	11	11	Downtown	FDOT		3	*	
Monroe St & First St	5	11	Downtown	FDOT		3	*	
Monroe St & Main	7	11	Downtown	FDOT		3	*	NB/SB EB/WB
Second St & Lee St	8	11	Downtown	FDOT		3	*	
Second St & Jackson St	9	11	Downtown	FDOT		3	*	
Victoria & Cleveland Ave	1	12	Cleveland North	FDOT		1	*	NB/SB EB/WB
Winkler Ave & Cleveland Ave	10	12	Cleveland North	FDOT		1	*	
Edison Mall & Cleveland Ave/Courtney	11	12	Cleveland North	FDOT		1	*	NB/SB
Colonial & US 41	12	12	Cleveland North	FDOT		1	*	
Edison/Cortez & Cleveland Ave	2	12	Cleveland North	FDOT		1	*	
South St & Cleveland Ave/Lewelyn	3	12	Cleveland North	FDOT		1	*	
Hanson St & Cleveland Ave	4	12	Cleveland North	FDOT		1	*	
Grace Ave & Cleveland Ave	5	12	Cleveland North	FDOT		1	*	
Carrell Rd & Cleveland Ave	6	12	Cleveland North	FDOT		1	*	NB/SB
Hill Ave & Cleveland Ave	7	12	Cleveland North	FDOT		1	*	
Collier Ave & Cleveland Ave	8	12	Cleveland North	FDOT		1	*	
Oakley Ave & Cleveland Ave	9	12	Cleveland North	FDOT		1	*	
Second St & Seaboard St	2	18	Second St	FDOT		3		
Seaboard St & Michigan Ave	3	18	Second St	FDOT		3		
Colonial Blvd & Metro Pkwy	1	16	Colonial Central	FDOT		1	*	NB/SB EB/WB
Colonial Blvd & DeLeon	11	16	Colonial Central	FDOT		1	*	
Colonial Blvd & Evans	2	16	Colonial Central	FDOT		1	*	
Colonial Blvd & Fowler St	3	16	Colonial Central	FDOT		1	*	NB/SB EB/WB
Colonial Blvd & Solomon Blvd	4	16	Colonial Central	FDOT		1	*	

**EXHIBIT A**  
**Page 2 of 3**

Location	Intersection #	Zone #	Zone Name	Maint	Phasing	Data Collection Rank	Travel Time	24 hr count
Colonial Blvd & McGregor Bapt.	5	16	Colonial Central	FDOT		1	*	
First St (SR 80) & Fowler St	1	17	Edison Bridges	FDOT		3	*	
Second St (SR 80) & Fowler St	2	17	Edison Bridges	FDOT		3	*	
Thompson St & Fowler St	3	17	Edison Bridges	FDOT		3	*	
MLK (SR 82) & Fowler St	4	17	Edison Bridges	FDOT		3	*	
MLK (SR 82) & Evans Ave	5	17	Edison Bridges	FDOT		3	*	
Second St (SR 80) & Park	6	17	Edison Bridges	FDOT		3	*	
First St (SR 80) & Park	7	17	Edison Bridges	FDOT		3	*	
Fowler (SR 739) & Market St	5	13	Fowler St	FDOT		3	*	
Fowler (SR 739) & Edison Ave	6	13	Fowler St	FDOT		3	*	
Fowler (SR 739) & South St	7	13	Fowler St	FDOT		3	*	
Fowler (SR 739) & Hanson St	9	13	Fowler St	FDOT		3	*	
Hanson (SR 739) & Evans Ave	10	13	Fowler St	FDOT		3	*	
Location	Intersection #	Zone #	Zone Name	Maint	Phasing	Data Collection Rank	Travel Time	24 hr count
Winkler & Metro Pkwy	7	14	Winkler Ave	FDOT		3	*	NB,SB WB, WB
Daniels Rd & Bell Tower Rd	10	31	Central US 41	FDOT		1		
South Rd & Cleveland Ave	3	31	Central US 41	FDOT		1	*	
Cleveland Ave & Oak Dr/Beacon Manor	4	31	Central US 41	FDOT		1	*	
Crystal Dr & Cleveland Ave	5	31	Central US 41	FDOT		1	*	
College Pkwy & Cleveland Ave	6	31	Central US 41	FDOT		1	*	NB,SB, EB,WB
Big Pine Way & Cleveland Ave	7	31	Central US 41	FDOT		1	*	
Cypress Trace Mall & Cleveland Ave (Lone Star)	8	31	Central US 41	FDOT		1	*	
Daniels Rd & Cleveland Ave	9	31	Central US 41	FDOT		1	*	NB,SB, EB,WB
6-Mile Cypress Pkwy & Walmart SS	17	34	South US 41	FDOT		2		
Cleveland Ave & Andrea/Lakeridge*	2	34	South US 41	FDOT		2	*	
Cleveland Ave & Gladiolus Dr*	3	34	South US 41	FDOT		2	*	
Cleveland Ave & West Jamaica Bay*	4	34	South US 41	FDOT		2	*	
Cleveland Ave & Briarcliff*	6	34	South US 41	FDOT		2	*	
US 41/Island Park	8	34	US 41/Island Pk	FDOT		2	*	
US 41/Alico	10	34	US 41/Island Pk	FDOT		2	*	NB,SB,

