

RESOLUTION 11-R82

COUNCIL ITEM 11A  
DATE 11/21/11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF THE CITY'S TRAFFIC SIGNAL SYSTEM BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PORT ST. LUCIE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Port St. Lucie deems it in the public interest to enter into a Joint Participation Agreement ("JPA") with the State of Florida Department of Transportation ("FDOT") for the installation, maintenance and operation of certain traffic signals located along the State Highway Roadway System within the limits of the City of Port St. Lucie, and

WHEREAS, the FDOT, pursuant to the JPA, will contribute funds towards the furnishing and installation of hardware and software for the City's traffic signals and/or signal systems.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie, Florida, that:

Section 1. The City Manager, or his designee, is authorized to enter into, execute and deliver to FDOT the JPA, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A," and such other documents necessary to implement the terms of said JPA.

Section 2. The City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the JPA and accomplish the purposes set forth therein.

Section 3. The City Clerk of the City of Port St. Lucie is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Mayor and the City Council.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 21<sup>st</sup> day of November, 2011.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

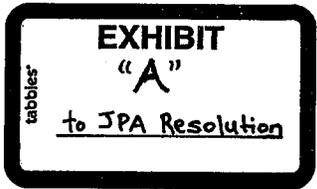
By: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

ATTEST:

\_\_\_\_\_  
Karen A. Phillips, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Roger G. Orr, City Attorney



Appropriation Bill Number(s)/Line Number (s)  
SB 2000: \_\_\_\_\_  
DUNS No.: 80-939-7102  
CFDA No.: N/A

Contract No.: \_\_\_\_\_  
FM Nos.: 409731-3-58-01  
F.A.P No.: \_\_\_\_\_  
FEID No.: VF-596-141-662

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City Of Port St. Lucie located at 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida, 3334984-5099, hereinafter referred to as the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT make certain enhancements in connection with Financial Management (FM) Number 409731-3-58-01 (Funded in Fiscal Year 2012-2013) for the Enhancement and Operations of the Computerized Traffic Control Signal System that monitors and control traffic signals at intersections on the State Highway Roadway System within the limits of the City of Port St. Lucie, Florida. Refer to **Exhibit A and Exhibit B**, Scope of Services and Project Cost and Cash Flow Projection, respectively, attached hereto and made of part hereof; and

WHEREAS, the DEPARTMENT is prepared to contribute funds toward furnishing and installing traffic signal equipment; and

WHEREAS, for purposes of this Agreement, enhancements to be made as stated above are hereinafter referred to as the PROJECT; and

WHEREAS, said Project is on the State Highway System, is not revenue producing and is contained in the DEPARTMENT'S Adopted Work Program; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The PARTICIPANT shall commence and complete the Project as described in **Exhibit A** with all practical dispatch in a sound, economical, and efficient manner and in accordance with the provisions herein.

The PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The DEPARTMENT shall make available to the PARTICIPANT upon request any design plans, standards, or specifications relevant to the PARTICIPANT enhancement activities. The PARTICIPANT shall be responsible for verifying the accuracy of design plans as supplied by the Department and shall revise them as necessary to reflect current conditions.
4. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make best efforts to obtain the DEPARTMENT input in its decisions.
5. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2013, whichever occurs first.
6. The DEPARTMENT agrees to pay the PARTICIPANT for services described in **Exhibit A** of this Agreement. The total DEPARTMENT share towards this PROJECT is an estimated amount not to exceed ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$148,400.00), for actual costs incurred. This amount is based upon the estimate set forth in **Exhibit B**. In the event the actual cost of the PROJECT exceeds the DEPARTMENT'S share of ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$148,400.00), any additional cost shall be the sole responsibility of the PARTICIPANT.

The Project cost shall be allocated and expended in accordance with the Project Cost and Cash Flow Projection as outlined in the attached **Exhibit B**. Any remaining funding not expended after the DEPARTMENT has reimbursed the PARTICIPANT for actual cost and expenditures on the Project, during the DEPARTMENT'S fiscal year, will be unencumbered and removed from the contract, by means of an amendment to the Agreement, 120 days after the end of DEPARTMENT'S fiscal year.

7. The PARTICIPANT will comply with the Federal and State Audit provisions and the Single Audit Compliance Requirements set forth in **Exhibit C** which is attached hereto and made part of this Agreement.

8. The PARTICIPANT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The deliverables for this Project are shown in **Exhibit B**.
9. Upon submission of a quarterly invoice, the DEPARTMENT's Project Manager will notify the DEPARTMENT's Traffic Operations Engineer to inspect and verify that services by the PARTICIPANT meets or does not meet the DEPARTMENT's standards/minimum level of service.
10. Invoices shall be submitted by the PARTICIPANT in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B**. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to any reimbursement.

Supporting documentation must establish that the deliverables were received and accepted in writing by the PARTICIPANT and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 8, has been met. Supporting documentation shall include copies of any invoices for software purchases, hardware, etc., contracts, or vouchers evidencing in proper detail the nature and propriety of the Project charges.

11. The PARTICIPANT must submit the final invoice to the DEPARTMENT within 120 days after the final acceptance of the Project. Invoices submitted after the 120 days time period may not be paid. 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 after the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
12. The PARTICIPANT acknowledges and agrees that the DEPARTMENT's obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
13. In the event the Project costs or Project modifications increase or exceed the amount authorized in paragraph 6, the DEPARTMENT and the PARTICIPANT shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the PARTICIPANT and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs will be the sole responsibility of the PARTICIPANT.

14. Project costs eligible for DEPARTMENT participation will be allowed only from the date of this Agreement. It is understood that DEPARTMENT participation in eligible Project costs is subject to:
  - a) Legislative approval of the DEPARTMENT's appropriation request in the Work Program year that the Project is scheduled to be committed.
  - b) The understanding that disbursement of funds will be made in accordance with the cash flow projection described in **Exhibit B**.
  - c) Approval of all plans, specifications, contracts, and all other terms of this Agreement.
15. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
16. PARTICIPANT providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the PARTICIPANT, the DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If payment is not available within 40 calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, 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 the 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.
18. 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 payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Upon execution of the Agreement, a Project budget shall be prepared by the PARTICIPANT and approved by the DEPARTMENT in writing. The PARTICIPANT shall maintain said budget, carry out the Project, and shall incur obligations against

Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically and, if revised, a copy of the revisions shall be forwarded to the DEPARTMENT for its written approval. No budget increase or decrease shall be effective unless it complies with the fund participation requirements established in this Agreement and is approved in writing by the DEPARTMENT.

20. The PARTICIPANT shall provide the DEPARTMENT with a time-phased schedule of the DEPARTMENT funds to be expended on the Project. This schedule shall show estimated disbursements for the entire term of the Project by quarter for each fiscal year. The schedule may be divided by Project phase where such division is determined to be appropriate by the DEPARTMENT.
21. The PARTICIPANT shall establish for the Project, in conformity with uniform requirements that may be established by the DEPARTMENT, program guidelines, or procedures to facilitate the administration of the financing program, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the 'Project Account'. The Project Account information shall be made available upon request by the DEPARTMENT at any time during the period of this Agreement and for a period of five years after the final payment is made.
22. The PARTICIPANT shall provide to the DEPARTMENT for each of its fiscal years for which the Project Account remains open, an audit report prepared either by its official auditor or audit agency or an independent Certified Public Accountant, reflecting the use of the funds of the DEPARTMENT, the PARTICIPANT, and those from any other source with respect to the Project. Audits shall be performed in accordance with Generally Accepted Government Auditing Standards contained in the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office and OMB Circulars A-133 where applicable.
23. In determining the amount of any payment, the DEPARTMENT will exclude all Project costs incurred by the PARTICIPANT prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.
24. Prior to performing any of the work set forth in **Exhibit A**, Scope of Services, the PARTICIPANT must obtain approval in writing by the DEPARTMENT. The PARTICIPANT shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds to consultants, subconsultants, contractors and/or subcontractors, and/or any other third party with respect to the Project without the prior written approval of the DEPARTMENT. Failure to obtain such approval shall be

sufficient cause for nonpayment by the DEPARTMENT. The DEPARTMENT specifically reserves unto itself the right to review the qualifications of any consultants, subconsultants, contractors and/or subcontractors to approve or disapprove the employment of the same.

25. It is understood and agreed by the parties hereto that participation by the DEPARTMENT in a Project with the PARTICIPANT, where said Project involves a consultant contract for engineering, architecture or surveying services, is contingent on the PARTICIPANT complying in full with provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act. At the discretion of the DEPARTMENT, the PARTICIPANT will involve the DEPARTMENT in the Consultant Selection Process for this Project. In all cases, the PARTICIPANT's attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.
26. The PARTICIPANT agrees that the Project facilities and equipment will be used by the PARTICIPANT to provide and/or support enhancements to the operation of the computerized traffic signal system for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the DEPARTMENT. The PARTICIPANT further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.
27. The PARTICIPANT agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the PARTICIPANT, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
28. In the event it becomes necessary for the DEPARTMENT or PARTICIPANT to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
29. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

30. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
31. 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 includes 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.
32. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."

33. The PARTICIPANT will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
34. E-Verify. The PARTICIPANT/ Vendor/ Contractor:
  1. shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
36. With respect to any of the PARTICIPANT's agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The PARTICIPANT shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
37. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
38. 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
39. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:  
Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Leos A. Kennedy, Jr.  
With a copy to: Jonathan Overton  
A second copy to: Office of the General Counsel

If to the PARTICIPANT:  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 334  
Attn: Paul Johnson  
With A Copy to: City Attorney

**IN WITNESS WHEREOF**, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.

CITY OF PORT ST. LUCIE

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
COURTNEY DRUMMOND, P.E.  
DIRECTOR OF TRANSPORTATION OPERATIONS

ATTEST:

LEGAL REVIEW:

\_\_\_\_\_  
CITY CLERK (SEAL)

BY: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM

APPROVED:

BY: \_\_\_\_\_  
CITY ATTORNEY

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

**EXHIBIT A**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

The PARTICIPANT shall furnish and install hardware and software needed to optimize the operational efficiency of the existing traffic signal system. These resources are limited to traffic signal equipment (i.e. hardware and software). These signal system enhancements will specifically improve the areas of system timing plan development, implementation, and system communications network operations and maintenance.

**Exhibit B**  
**Project Cost and Cash Flow Project**  
**&**  
**Project Deliverables**

**ESTIMATED PROJECT COST AND CASH FLOWS:**

The following cash flow projection is expected for the Project and contingent upon legislative budget approval each Fiscal Year:

<b>Fiscal Year</b>	<b>FY Total</b>
<b>FY 2011/2012</b>	<b>\$73,250.00</b>
<b>FY 2012/2013</b>	<b>\$75,150.00</b>
<b>TOTAL</b>	<b>\$148,400.00</b>

**PROJECT DELIVERABLES:**

The PARTICIPANT shall furnish and install hardware and software needed to optimize the operational efficiency of the existing traffic signal system. The deliverables for this Project are as follows:

Reimbursable items include:

- Detection cameras- upgrade of color detection cameras to provide improved vehicle detection, especially at night, during poor weather conditions, or in situations where glare or lack of contrast can cause other detection systems to fail.
- Camera modules- to transmit real time video detection over fiber to the traffic operation center, including detection loop and camera functional status.
- Abacus Traffic Counting Software- uses existing PTZ and detection cameras on US-1 to provide accurate turning movement counts, speed as well as travel time. Counts can be conducted continuously at up to four (4) locations simultaneously.
- Refer to the following Tables below for a breakdown of funding for each fiscal year:

**Table A: Fiscal Year 2011-2012**

*(Each road listed below intersects with US-1)*

Side Street	Edge Connect		Edge2 TS210		Edge2 TS2IM		RZ4C A Camera		RZ4 WDR Camera		Location Totals
	QTY	Price	QTY	Price	QTY	Price	QTY	Price	QTY	Price	
Lennard	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
PSL	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Jennings	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	1	\$1,325	\$ 9,575
Lyngate	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Walton	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Village Green	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	1	\$1,325	\$ 9,575
Abacus Traffic Count System	1	\$10,500									\$10,500

<b>Fiscal Year 2011/2012</b> <b>Total: \$73,250</b>
--

**Table B: Fiscal Year 2012-2013**

*(Each road listed below intersects with Port St. Lucie Blvd.)*

Side Street	Edge Connect		Edge2 TS210		Edge2 TS2IM		RZ4C A Camera		RZ4 WDR Camera		Location Totals
	QTY	Price	QTY	Price	QTY	Price	QTY	Price	QTY	Price	
Morningside	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Westmoreland	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Floresta	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Airoso	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Gowin	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Bayshore	1	\$2,500	2	\$1,100	1	\$1,100	2	\$1,225	2	\$1,325	\$10,900
Vantage View Monitoring System	1	\$9,750									\$9,750

<b>Fiscal Year 2012/2013</b> <b>Total: \$75,150</b>
--

- With each invoice, the PARTICIPANT shall submit a listing to the DEPARTMENT of the intersections on the State Highway System at which the above stated equipment was installed.
- The City shall obtain prior written approval from the DEPARTMENT for any additions and/or substitutions to Table A & B.

## Exhibit "C"

# FEDERAL AND/OR STATE FUNDED CONTRACTS

The administration of resources awarded by the Department to CITY OF PORT ST. LUCIE may be subject to audits and/or monitoring by the Department, as described in this section.

### MONITORING

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 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 CITY OF PORT ST. LUCIE regarding such audit. CITY OF PORT ST. LUCIE further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### **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 recipient expends \$500,000 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. This agreement indicates Federal resources awarded through the Department by this agreement. 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.
2. 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.
3. If the recipient expends less than \$500,000 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. However, if the recipient 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).
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.

#### **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 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 in any fiscal year, the recipient 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 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. This agreement indicates state financial assistance awarded through the Department by this agreement. 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 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 recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 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.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate 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).
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.

### PART III: OTHER AUDIT REQUIREMENTS

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.

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 Department of Financial Services, 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.

### 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:
  - A. The Department at the following address:

Florida Department of Transportation  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District's Single Audit Liaison
  - B. 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 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. 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 recipient 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:

Florida Department of Transportation  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District's Single Audit Liaison

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient 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 addresses:

Florida Department of Transportation  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District's Single Audit Liaison

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District's Single Audit Liaison

B. 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

4. 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:

A. The Department at the following address:

Florida Department of Transportation  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District's Single Audit Liaison

5. 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.
6. 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.

#### PART V: RECORD RETENTION

1. 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, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, 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.



"A City for All Ages"

# CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT TRAFFIC OPERATIONS



## MEMORANDUM

To: Jerry A. Bentrott – City Manager

Thru: Patricia Roebing, P.E. – City Engineer

From: Yolanda Ruiz – Transportation Technician

Date: November 16, 2011

Re: Florida Department of Transportation Enhancement and Operations of the  
Computerized Traffic Control Signal System - Joint Participation Agreement

Attached please find the Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) for the Signal Enhancement Program. The cash flow projections that FDOT has estimated for the Project total \$148,400.00 and will be disbursed to the City over the next two (2) FDOT fiscal years as follows: \$73,250.00 for FDOT FY2011/2012 and \$75,150.00 for FDOT FY2012/2013. It should be noted that FDOT'S fiscal year differs from the City's fiscal year. The Legal Department has reviewed the agreement and prepared the resolution that shall serve to authorize the City's execution of the JPA.

Please process the JPA for presentation to the City Council for approval. Upon approval, I will have the City Clerk forward five (5) original, executed Agreements to FDOT at the address listed below. Two (2) original and three (3) certified copies of the resolution authorizing the execution of the JPA will need to be forwarded to FDOT as well. Thank you for your attention to this matter.

If you have any questions or require additional information, please do not hesitate to contact me.

Forward to:  
Florida Department of Transportation – District Four  
3400 West Commercial Boulevard  
Ft. Lauderdale, Florida 33309-3421  
Attn: Leos A. Kennedy, Jr.

**RECEIVED**

NOV 16 2011

kag/yr  
Attachments

**City Manager's Office**

cc: Jesus Merejo – Utility Systems Director  
Kimberly Graham, P.E. – Assistant City Engineer  
Azlina Goldstein Siegel – Assistant City Attorney



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

OFFICE OF THE  
SECRETARY

June 9, 2011

Mr. Jesse Quirion  
City of Port St. Lucie  
121 S.W. Port St. Lucie  
Port St. Lucie, Florida 34984

RE: Joint Participation Agreement  
FM #: 409731-3-58-01  
Description: Enhancement and Operations of the Computerized Traffic Control Signal System that monitors and control traffic signal at intersections on the State Highway Roadway System within the limits of the City of Port St. Lucie

Dear Mr. Quirion:

I am enclosing five (5) copies of the Joint Participation Agreement (JPA) referenced above.

Please **DO NOT** fill in the date of the contract(s). The date of the JPA contract shall be completed by our staff upon execution by the Department of Transportation's Director of Transportation Development. A fully executed copy of both agreements will then be forwarded to you for your files.

In addition to returning the five signed original agreements, please forward:

- Two (2) original and three (3) certified copies of the Commission resolution that authorizes the execution of the JPA.

If it is not possible to obtain the resolutions, please forward:

- Five (5) certified copies of the minutes of the Commission meeting at which this agreement was approved for execution.

Should you have any questions, please contact me at 954-777-2285.

Sincerely,

Leos A. Kennedy, Jr.  
Professional Services Unit

Enclosure: JPA Agreement  
Copy: Jonathan Overton - FDOT Project Manager  
File