

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION, ST. LUCIE COUNTY AND THE CITY OF PORT ST. LUCIE; PROVIDING AND EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility, which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the City of Port St. Lucie has certified to the Florida Department of Transportation, that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the Florida Department of Transportation is willing to provide the City of Port St. Lucie with financial assistance under Financial Management (FM) No. 427854-1-58-01 for upgrades to the existing Intelligent Transportation System (ITS) network through the Construction (installation) of fiber optics communication cables along Westmoreland Blvd from 3,300 feet south of Morningside Blvd. to Lennard Road in St. Lucie County, Florida, in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, St. Lucie County, pursuant to the State of Florida Department of Transportation County Incentive Grant Program Agreement does hereby assign all of its interests and obligations, financial and otherwise, in the oversight and management of the Project to the City of Port St. Lucie.

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

Section 1. The Acting City Manager is authorized to execute the attached Florida Department of Transportation County Incentive Grant Program Agreement on behalf of the City of Port St. Lucie.

RESOLUTION NO. 12-R35

Section 2. The City Clerk of the City of Port St. Lucie is hereby directed to send copies of this Resolution to the Department of Transportation, the County and all other persons as directed by the Mayor and the City Council.

Section 3. 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 26th day of March, 2012.

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

MEMORANDUM

3-26-12

C.C.

TO: GREGORY J. ORAVEC, ACTING CITY MANAGER
THRU: ROGER G. ORR, CITY ATTORNEY
FROM: STEFANIE BESKOVOYNE, ASSISTANT CITY ATTORNEY
DATE: MARCH 20, 2012
SUBJECT: FDOT COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
ST. LUCIE COUNTY- CITY OF PORT ST. LUCIE

[Handwritten signature]

SB

Attached please find a proposed Resolution authorizing the Acting City Manager to enter into an Agreement between the Florida Department of Transportation, St. Lucie County and the City of Port St. Lucie for improvement of the City's Intelligence Transportation Systems (ITS) network. This Agreement will improve the City's ITS network, by providing a vital loop in the eastern area. Currently, the existing ITS system, on Port St. Lucie Boulevard, East of Morningside does not include redundancy. Should there be an interruption in service, the City would lose all communication capabilities with the FDOT traffic signals and utility lift stations to the East. The proposed Westmoreland Boulevard ITS project will create redundancy in the system, thereby maintaining communication and monitoring capabilities of the State roadways and lift stations within the City.

The total project budget is \$142,486.00. The County Incentive Grant Program Agreement provides up to 50% matching funds from the Florida Department of Transportation, for a maximum total of \$71,243.00. The Engineering Department anticipates that the majority of the City's match will be from services provided in house by the Department's Traffic Division. This Agreement has been approved by the Legal and Engineering Departments. Should you have any questions or need any additional information, please contact me at 873-6332.

SB/liw

c. Jennifer Gent P.E., Civil Engineer, Engineering Department

RECEIVED
MAR 20 2012
City Manager's Office

Appropriation Bill Number(s)/Line Number (s)
SB 2000: _____
DUNS No.: 80-989-7102
CSFA No.: 55.008

Contract No.: _____
FM No.: 427854-1-58-01
FEID No.: VF-596-000-835
CITY: PORT ST. LUCIE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(City Letting)

This County Incentive Grant Program Agreement ("Agreement"), entered into this _____ day of _____, 20____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and ST. LUCIE COUNTY, hereinafter referred to as the "COUNTY", and CITY OF PORT ST. LUCIE, a Florida Municipal Corporation, hereinafter referred to as the "CITY."

WITNESSETH

Whereas, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

Whereas, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

Whereas, the CITY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

Whereas, the DEPARTMENT is willing to provide the CITY with financial assistance under Financial Management (FM) No. 427854-1-58-01 for upgrades to the existing Intelligent Transportation System (ITS) network through the Construction (installation) of fiber optics communication cables along Westmoreland Blvd from 3,300 feet south of Morningside Blvd. to Lennard Road in St. Lucie County, Florida, hereinafter referred to as the "Project," in accordance with Section 339.2817, Florida Statutes; and

Whereas, the COUNTY does hereby assign all of its interests and obligations, financial and otherwise, in the oversight and management of the Project to the CITY; and

Whereas, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

Whereas, the CITY by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Mayor of its City Council to enter into this Agreement.

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

1- Recitals

The recitals set forth above are true and correct and are deemed to be restated herein.

A. The COUNTY assigns to the CITY all of the COUNTY's interest and obligations, financial and otherwise, in the oversight and management of the Project.

B. The CITY accepts the assignment from the COUNTY of the COUNTY's interest and obligations, financial and otherwise, in the oversight and management of the Project.

C. The DEPARTMENT approves the assignment.

2- Services and Performance

A. The CITY shall furnish the services with which to construct the Project. Said Project consists of Construction, as further described in **Exhibit A**, Scope of Services, attached hereto and made a part hereof. The CITY is obligated to fulfill all of its obligations as set forth in this Agreement and to commence construction of the Project within six (6) months of the execution of this Agreement by both parties.

B. The CITY agrees to undertake the design of the Project in accordance with all applicable federal, state and local statutes, rules, regulations, and standards. The CITY 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 CITY shall certify to the DEPARTMENT in writing that the Project has been completed in accordance with the applicable standards, 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 CITY and of the details thereof. Coordination shall be maintained by the CITY with representatives of the DEPARTMENT. The CITY shall provide the DEPARTMENT with monthly progress reports. The CITY will submit written progress reports by the 15th day of each month detailing the actual services performed related to the Construction for the Project. A DEPARTMENT permit for construction within the DEPARTMENT's right of way is required.

D. The DEPARTMENT must approve in writing any consultant and/or contractor scope of services including Project budget. The CITY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the Project. All work within DEPARTMENT right of way shall be constructed to the current edition of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2010), as amended.

E. The CITY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

F. Contractors must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2010), as amended.

G. The COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

H. The CITY shall furnish Construction Engineering Inspection (CEI) Services for the Project at its sole cost and expense.

The CEI services will be provided by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel in writing. The COUNTY is hereby precluded from hiring the same consulting firm providing design services.

I. The CITY shall not sublet, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

J. All notices (except invoices) under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO CITY:
Florida Department of Transportation	City of Port St. Lucie
3400 West Commercial Blvd.	121 S.W. Port St. Lucie
Fort Lauderdale, FL 33309-3421	Port St. Lucie, FL 34984
Attn: Leos A. Kennedy, Jr.	Attn: Jennifer Gent
With a copy to: Ellen Daniel	With a copy to: City Attorney
With a second copy to: General Counsel	With a copy to: City Manager

3-Term

A. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding to both the CITY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2014, whichever occurs first.

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 as set forth in this Agreement.

4- Compensation and Payment

A. The estimated Project cost is ONE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS AND NO CENTS (\$142,486.00). The CITY and the DEPARTMENT agree to share the cost of this Project. The CITY agrees to provide one-half (½) of the cost of the Project expenditures and the DEPARTMENT agrees to provide the other one-half (½) pursuant to Florida Statutes 339.2817. Based on the aforesaid amount, the parties further agree that the DEPARTMENT'S maximum participation is SEVENTY ONE THOUSAND TWO HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$71,243.00) and all remaining costs of the Project will be borne by the CITY. However, in the event the total Project cost is less than the amount stated above, the DEPARTMENT shall only pay 50% of the lesser amount and all remaining costs of the Project will be paid by the CITY.

i) The CITY acknowledges and agrees that funding for this Project may be reduced upon determination of the award amount and execution of an amendment by both parties.

ii) The CITY shall submit one (1) original invoice and four (4) copies plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing on a quarterly basis.

iii) All costs charged to the Project shall be supported by executed payrolls, time records, invoices, contracts, and/or vouchers evidencing in detail the nature and propriety of the charges. The CITY will be reimbursed only for actual expenses incurred during the Agreement time period that are directly related to the construction of the Project.

B. The CITY 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**, Deliverables, attached hereto and a made apart hereof.

C. Upon submission of a quarterly invoice, the DEPARTMENT'S Project Manager will notify the DEPARTMENT'S local Operations Engineer to inspect and verify that services by the CITY has met or does not meet the DEPARTMENT'S standards/minimum level of service.

D. Invoices shall be submitted by the CITY in detail sufficient for 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 CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4C, has been met.

E. The CITY must submit the final invoice to the DEPARTMENT within 180 days after the final written acceptance of the Project by the DEPARTMENT. Invoices submitted after the 180 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.

F. Travel costs will not be reimbursed.

G. 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 Statute, or by the Department's Comptroller under Section 334.044 (29), Florida Statutes.

H. The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

I. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has ten (10) business days to inspect and approve the goods and services. The DEPARTMENT has twenty five (25) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty five (25) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

J. If a payment is not available within forty (40) calendar days of an invoice being received and stamped with an official date and time of receipt by the DEPARTMENT, 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 CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a completed invoice, as approved by the DEPARTMENT, is provided to the DEPARTMENT.

K. 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 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.

L. 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the CITY's general accounting records and the Project records, together with supporting

documents and records of the CITY and all subcontractors performing work on the Project, and all other records of the CITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

M. 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.

N. It is unlawful for the City Council to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06, Florida Statutes and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the City Council voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted in accordance with Section 129.07, Florida Statutes.

O. 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 thirty six (36) months from the date of being placed on the convicted vendor list.

5- Indemnity and Insurance

A. With respect to any of the CITY'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 CITY 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.

B. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) business days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

C. LIABILITY INSURANCE. The CITY shall carry or cause its contractors, subcontractors, consultants and/or subconsultants to 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. The CITY shall have the DEPARTMENT endorsed as additionally insured with regards to the general liability requirements. However, in the event the CITY maintains a self-insurance fund to cover such liability, the CITY 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 CITY must comply or cause its contractors and subcontractors to comply with Section 7-13 of the DEPARTMENT's Current Standard Specifications for Road and Bridge Construction (2010), as amended.

D. WORKERS' COMPENSATION. The CITY shall also carry or cause its contractor/subcontractor, consultant/subconsultant to carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

6- Compliance with Laws

A. The CITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, in conjunction with this Agreement. Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The CITY 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, federal and/or a state agency.

D. E-Verify: The CITY/ COUNTY/ Vendor/ Contractor acknowledges and agrees to the following:

1) The CITY/ COUNTY/ Vendor/ Contractor shall utilize the United States (U.S.) Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY/ COUNTY/ Vendor/ Contractor during the term of the contract; and

2) The CITY/ COUNTY/ Vendor/ Contractor shall expressly require any subcontractors performing work or providing services pursuant to the state 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.

E. The CITY and the DEPARTMENT agree that the CITY, its employees, agents, consultants, subconsultants, contractors, and/or subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

7-Audit

A. The administration of resources awarded by the DEPARTMENT to the CITY 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 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 CITY regarding such audit. The CITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. Federal Audits

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:

i) 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. **Exhibit C** to this

Agreement, attached hereto and made a part hereof, 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.

ii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iii) 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. In the event that the recipient expends less than \$500,000 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).

iv) 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.

D. State Audits

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:

i) 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 of such recipient, 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. **Exhibit C** 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 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.

ii) In connection with the audit requirements addressed in sub-paragraph i) 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.

iii) 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. 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 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).

iv) 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.

E. Other Audit Requirements

i) 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.

ii) 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, 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.

F. Report Submission

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) 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 the following:

a) The DEPARTMENT at the following address:

Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District 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 10th 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.

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (Federal Audits) 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:

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

a) 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 address:

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

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this Agreement shall be submitted by or on behalf of the recipient directly to the following:

a) The DEPARTMENT at the following address:

Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District 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

iv) Copies of reports or the management letter required by Paragraph E (Other Audit Requirements) of this Agreement shall be submitted by or on behalf of the recipient directly to the DEPARTMENT at the following address:

a) The DEPARTMENT at the following address:

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

v) 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.

vi) 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.

G. RECORD RETENTION.

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) 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 (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

8- Termination and Default

This Agreement may be canceled by either the CITY or the DEPARTMENT upon sixty (60) days written notice. However and notwithstanding the foregoing, the DEPARTMENT may terminate this Agreement in the event of the following:

A. If the DEPARTMENT determines that the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the CITY 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.

B. If the DEPARTMENT requires termination of the Agreement for any reason whatsoever in the sole discretion of the DEPARTMENT, the DEPARTMENT shall notify the CITY 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.

C. If the Agreement is terminated before performance is completed, the CITY 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 CITY.

9- 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 CITY.

C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, 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.

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 with respect to any judicial proceedings arising out of this Agreement shall be in Broward County.

G. This Agreement shall be effective upon execution by all parties.

H. 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.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the County Commission on the _____ day of _____, _____, the CITY has caused this Agreement to be executed in its behalf this _____ day of _____, _____, by the Mayor or Vice Mayor, authorized to enter into and execute same by Resolution Number _____ of the City Council on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its Director of Transportation Development for District 4, Florida Department of Transportation, this _____ day of _____.



CITY OF PORT ST. LUCIE, FLORIDA

CITY OF PORT ST. LUCIE

ATTEST:

BY: _____
NAME: _____
TITLE: _____

CITY CLERK (SEAL)

APPROVED TO FORM:

CITY ATTORNEY

ST. LUCIE COUNTY, FLORIDA

ST. LUCIE COUNTY

ATTEST:

BY: _____
NAME: _____
TITLE: _____

COUNTY CLERK (SEAL)

APPROVED TO FORM:

COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY
NAME: _____

BY: _____
NAME: _____
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

DISTRICT 4

Availability of Funds Approval:

LEGAL REVIEW:

(Date)

OFFICE OF THE GENERAL COUNSEL

EXHIBIT A
SCOPE OF SERVICES
FM# 427854-1-58-01

Westmoreland Blvd. from Morningside Blvd. to Lennard Road

The Project includes the installation of approximately 4,200 linear feet (LF) of conduit and approximately 10,000 LF of fiber along Westmoreland Boulevard and through the CITY's owned drainage right of way. The proposed Project creates a redundant ring by connecting to the existing system at Pine Valley Road to the intersection of U.S. 1 and Lennard Road. The redundant ring is an alternative fiber optic route for the CITY to synchronize, monitor the traffic signals, and to monitor the utility lift stations in the event of the fiber optic line being cut. This scope of services includes the labor required to completely construct conduit, fiber optic interconnect, pull box, installation, fiber optic splicing, all required restoration, and required maintenance of traffic (MOT).

EXHIBIT B

DELIVERABLES WESTMORELAND BLVD. FROM 3300 FEET SOUTH OF MORNINGSIDE BLVD. TO LENNARD ROAD ST. LUCIE COUNTY, FLORIDA FM# 427854-1-58-01		
ITEM	ESTIMATED QTYS.	UNIT
MOBILIZATION	1	LS
MAINTENANCE OF TRAFFIC	30	DA
CLEARING AND GRUBBING	1	LS
SIDEWALK CONCRETE, 4" THICK	25	SY
CONDUIT- SIGNALS (F&I) (UNDERGROUND)	60	LF
CONDUIT- SIGNALS (F&I) (UNDERGROUND -JACKED)	4,190	LF
SIGNALS FIBER OPTIC CALBE (F&I) (UG) (96F)	9,780	LF
SIGNALS FIBER OPTIC CONNECTION (INSTALL) (SPLICE)	2	EA
SIGNALS FIBER OPTIC CONNECTION HARDWARE (F&I) (SPLICE ENCLOSURE)	2	EA
SIGNALS FIBER OPTIC CONNECTION HARDWARE (F&I) (SPLICE TRAY)	2	EA
PULL & JUNCTION BOXED (F&I) (PULL BOX)	4	EA
PULL & JUNCTION BOXED (F&I) (FIBER OPTICS)	2	EA

* The Participant will need written approval from the Department, if deviating from the items shown in Exhibit B.

EXHIBIT C
SINGLE AUDIT COMPLIANCE REQUIREMENTS

STATE RESOURCES:

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	55.008 County Incentive Grant Program	\$71,243.00

Compliance Requirements

Activities Allowed: The grants are to be used for improvements to transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System, as provided by section 339.2817(1), Florida Statutes.

Allowable Costs: See above

Eligibility: To be considered eligible for funding, the Project must satisfy the following minimum requirements. It must:

(A) Be a facility. CIGP funds cannot be used for operational expenses.

(B) Be either located on the State Highway System or relieve traffic congestion on the State Highway System.

(C) Be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).

(D) Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*

(E) Be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the Project is not in these plans, it must be amended into them within six months of application.

Matching: The Department shall provide 50 percent of the Project costs for eligible Projects.

In-kind services or right of way that comprise integral parts of the Project and contribute to its ultimate completion may be used as all or part of the local matching funds. The value for land donated is the current market value, as properly supported.

For in-kind services, a detailed report of the costs incurred as recorded in the cost accounting system must be provided to the District to substantiate the amount of in-kind services costs to be used as the county's share of participation.