

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution – Joint Participation Agreement Supplemental Amendment
Number 1 between Seminole County and the Florida Department of
Transportation for the construction of US Highway 17/92 from the Orange
County Line to Lake of the Woods Boulevard.

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Antoine Khoury P.E. **EXT.** 5768
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date 01/23/07 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute a Joint Participation Agreement Supplemental Amendment Number 1 with the Florida Department of Transportation regarding the construction of US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard (FDOT Financial Management Number 414779-1-58-01).

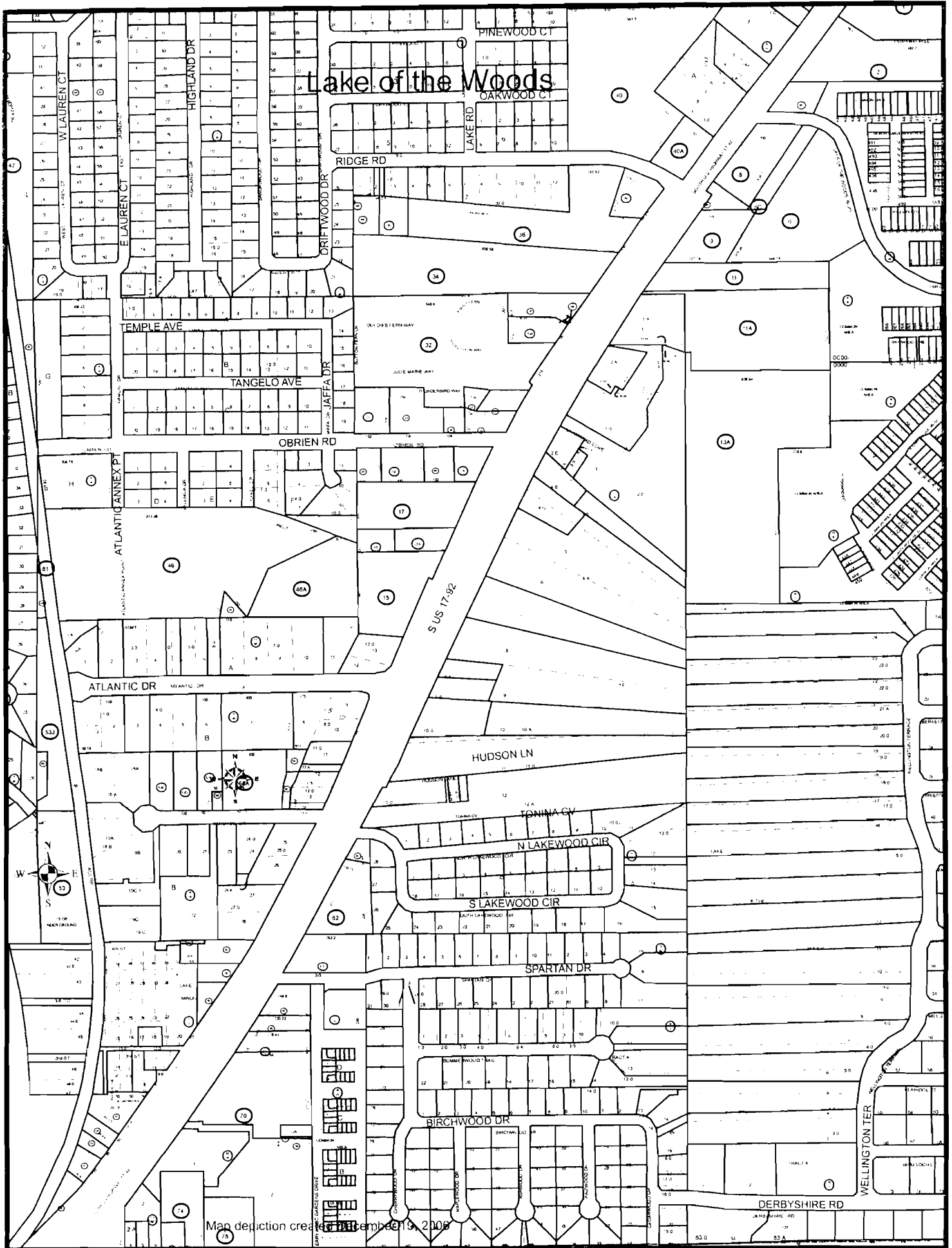
District 4 ~ Commissioner Henley (Jerry McCollum, P.E.)

BACKGROUND:

This Florida Department of Transportation (FDOT) Joint Participation Agreement Supplemental Amendment Number 1 will provide additional funding for the construction of the US Highway 17/92 Project from the Orange County Line to Lake of the Woods Boulevard. Seminole County received construction bids for this project which were higher than the \$8 million dollars provided in the original Local Agency Program (LAP) Agreement. The shortfall in funding is approximately \$6 million dollars and the County and FDOT agreed to split the difference. This Amendment to the LAP states FDOT will make its best effort to include the \$3 million dollar project shortfall in their Fiscal Year 2009/2010 Budget. They will reimburse Seminole County that amount in their FY 2009/2010 budget year when the FDOT work program is adopted. This additional future reimbursement has been included in multi-year projections that have been updated in coordination with Fiscal Services.

Reviewed by:
Co Atty: Mon
DFS: _____
Other: JK
DCM: _____
CM: JK
File No. CPWE01

Attachments: Location Map / Resolution
 Joint Participation Agreement Supplemental Amendment Number 1
 Local Agency Program Agreement



Lake of the Woods

Map depiction created on September 19, 2008

CIP #226501

RESOLUTION NO. 2007 - R - _____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF JANUARY, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the construction of US Highway 17/92 Project from the Orange County Line to Lake of the Woods Boulevard in the Fern Park area; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Joint Participation Agreement Supplemental Amendment Number 1 for the aforementioned project (FDOT Financial Management Number 414779-1-58-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement Supplemental Amendment Number 1 for the aforementioned project (FDOT Financial Management Number 414779-1-58-01).

ADOPTED THIS 23rd DAY OF JANUARY A. D., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Carlton D. Henley, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**JOINT PARTICIPATION AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1**

EXECUTION DATE: _____

Financial Management Number: 414779-1-58-01	Fund: LFR & DDR Function: 119 Federal No.: N/A	FLAIR Approp: 088849 SAMAS Obj.: 131521
Agency: Seminole County	Catalog of Federal Domestic Assistance No.: NA	Org. Code: 55053010541 Vendor No.: F596000856065
Contract No: AO768		

The terms of the original Joint Participation Agreement, executed on November 14, 2005, are hereby amended as follows:

The DEPARTMENT has agreed to make its "best effort" to fund and to program an additional \$3,000,000.00 in the DEPARTMENT'S Work Program in fiscal year 2009/2010 for the construction phase of the US Hwy 17/92 project from the Orange County Line to Lake of the Woods Boulevard. The additional funding is contingent upon being adopted during the next year Work Program development cycle after July 1, 2007, and legislative approval and appropriation pursuant to Section 339.135(5), Florida Statutes. This is an Advance Reimbursement Agreement whereas the COUNTY has advanced the construction project and the DEPARTMENT will reimburse the COUNTY the additional funding in ten (10) equal quarterly payments, up to the amount of costs incurred, beginning in the DEPARTMENT'S fiscal year 2009/2010 contingent upon being adopted in to the DEPARTMENT'S Work Program.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement including but not limited to, the terms of the reimbursement for the original \$8,000,000.00, thereto will remain in full force and effect.

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

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Carlton D. Henley
Title: Chairman

By: _____
Name: George S. Lovett
Title: Director of Transportation Development

Attest:

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida

Executive Secretary (Seal)

Legal Review:

Financial Management Numbers: 414779-1-58-01 & 414779-1-A8-01	Fund: LFR & DDR Activity: 119 Federal Aid No. NA Catalog of Federal Domestic Assistance No: NA	SAMAS Approp: 088849 SAMAS Obj: 131521 Org. Code: 55053010541 Vendor No.: F596000856065
Agency: Seminole County Contract No: A0768		

LOCALLY FUNDED REIMBURSEMENT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This **AGREEMENT**, made and entered into this 14th day of Nov., 2005, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT).

WITNESSETH

WHEREAS, the parties have been granted specific legislative authority to enter into this agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this AGREEMENT on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described in Exhibit "A" attached hereto and by this reference made a part hereof, in the DEPARTMENT'S Fiscal Year 2008/2009, said project being known as FM#414779-1-58-01 and FM#414779-1-A8-01, Construction of US Highway 17/92 From the Orange County Line Northward to Lake of the Woods Boulevard. Seminole County, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is not revenue producing and is contained in the adopted work program; and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to advanced the construction work for the PROJECT to Fiscal Year 2005/2006 and to perform the services to complete the PROJECT ;

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Eva Beach*
DEPUTY CLERK

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the later party to sign and shall continue in effect and be binding on the parties until the PROJECT is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements are made by the DEPARTMENT to the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to complete the construction phase of the PROJECT by August 31, 2007.

2. The LOCAL GOVERNMENT will perform all services necessary to complete the PROJECT, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of the PROJECT. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, under such conditions, and pursuant to such standards as the LOCAL GOVERNMENT, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over the LOCAL GOVERNMENT activities, except as specifically stated in this Agreement.

3. In relation to the Construction Phase, the parties agree on the following:

- (A) The LOCAL GOVERNMENT shall hire a contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the PROJECT.
- (B) This agreement shall serve as a permit to allow the LOCAL GOVERNMENT access to the DEPARTMENT'S right-of-way to perform all necessary work as required under this agreement. The LOCAL GOVERNMENT shall give notice to the DEPARTMENT'S Project Manager before construction commences.
- (C) The LOCAL GOVERNMENT'S Contractor shall be responsible for obtaining all necessary permits for this PROJECT.
- (D) The LOCAL GOVERNMENT shall be responsible to ensure that the Construction work under this Agreement is performed in accordance with the approved construction documents and will meet all applicable DEPARTMENT standards.
- (E) If the LOCAL GOVERNMENT utilizes its own work force for any services for the PROJECT, all costs and expenses thereof shall not be subject to reimbursement.

- (F) Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT and details thereof. Either party to the Agreement may request and be granted a conference.
- (G) In the event the project costs for the construction exceeds \$8,000,000.00 (Eight Million Dollars and No/100) as authorized in Paragraph four (4), then the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to complete the construction of the project.
- (H) After construction is complete, the LOCAL GOVERNMENT shall provide As-Built plans for the PROJECT to the DEPARTMENT. Also, the LOCAL GOVERNMENT will be responsible for maintaining the landscaping, signals, lighting and other amenities (hardscape) that are part of this PROJECT.

4. The DEPARTMENT'S agreement to reimburse the LOCAL GOVERNMENT for its actual costs, excluding the LOCAL GOVERNMENT'S overhead, in accordance with Section 339.12 of the Florida Statutes and is subject to legislative approval and appropriation. The reimbursement is a Maximum Amount not to exceed \$8,000,000.00 (Eight Million Dollars and No/100). Reimbursement will begin in the DEPARTMENT'S fiscal year (2008/2009) that the project is programmed in its Adopted Work Program as of the execution date of this agreement. The LOCAL GOVERNMENT will not invoice the DEPARTMENT until after July 1, 2008. The DEPARTMENT will use its best efforts to ensure the PROJECT remains in the DEPARTMENT'S annual Adopted Work Program. The DEPARTMENT agrees to request appropriation of said amounts from the Legislature prior to the fiscal year in question. Reimbursement will be made in ten (10) equal quarterly payments, up to the amount of costs incurred after the execution of this agreement and will be subject to the following terms and conditions:

- (A) All reimbursements from the DEPARTMENT to the LOCAL GOVERNMENT set forth in Paragraph four (4) herein are conditioned upon the completion of the PROJECT in a manner consistent with the PROJECT construction plans by the LOCAL GOVERNMENT'S contractor;
- (B) Within 30 days after completion of the work authorized by this Locally Funded Reimbursement Agreement, the LOCAL GOVERNMENT shall notify the

DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Substantial Compliance, signed and sealed by a Professional Engineer, Exhibit "C". The certification shall state that work has been completed in substantial compliance with the PROJECT construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

- (C) The LOCAL GOVERNMENT shall provide documentation of the final construction costs and the LOCAL GOVERNMENT has incurred the amount specified in paragraph four (4) for the construction performed under this agreement.
- (D) Bills for fees or other compensation for services or expenses shall be submitted in detail (including the Notice of Completion, an Invoice Summary Sheet and supporting documentation to justify the charges) sufficient for a proper preaudit and postaudit thereof:

5. The LOCAL GOVERNMENT agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this PROJECT. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT for a period of five (5) years after final billing by the LOCAL GOVERNMENT to the DEPARTMENT, which audit may include but shall not necessarily be limited to, such verifications as to the amount and validity of all costs of the PROJECT. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

6. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) 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 Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If payment is not made available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the DEPARTMENT shall be liable for 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 participant. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the participant requests payment. Invoices, which have to be returned to a participant because of participant preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. 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) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

7. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

8. In the event this Agreement is in excess of twenty five thousand dollars (\$25,000.00), or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“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; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

9. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect. The LOCAL GOVERNMENT may request from the DEPARTMENT that funds have been confirmed and approved.

10. Audits: 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.

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 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.

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:

In the event that the recipient expends \$300,000 (\$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.

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.

If the recipient expends less than \$300,000 (\$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 \$300,000 (\$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).

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:

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 (\$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 Section 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 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.

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.

If the recipient expends less than \$300,000 in state financial assistance in its fiscal year (\$500,000 for fiscal years ending on September 30, 2004, and thereafter), 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 \$300,000 (\$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).

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

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

Florida Department of Transportation
Attn: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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

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

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:

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

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
Attn: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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

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: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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.

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

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.

11. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement; provided, however, that the DEPARTMENT shall notify the

LOCAL GOVERNMENT in writing of its intent to cancel, along with reasons therefore, and the LOCAL GOVERNMENT shall have 30 days from receipt of notification to cure the defect

12. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contained herein. 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.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

14. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

FLORIDA DEPARTMENT OF TRANSPORTATION

Shirley Matthews
JPA Coordinator/MS 4-522
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5452
shirley.matthews@dot.state.fl.us

Amy Sirmans, P.E.
Project Manager/MS 542
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5544
amy.sirmans@dot.state.fl.us

LOCAL GOVERNMENT

Seminole County
Attn: Jerry McCollum, P.E.
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773
(407) 665-5651
JMcCollum@seminolecounty.fl.gov

15. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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 or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who 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.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this
1~~st~~ day of Sept, 2005 and the DEPARTMENT has executed this Agreement this
14~~th~~ day of November, 2005.

SEMINOLE COUNTY
By: Board of County Commissioners

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Carlton Henley
Name: Carlton Henley
Title: Chairman to BCC

By: Noranne Downs
Name: Noranne Downs
Title: Director of Transportation Development

Attest:

Attest:

[Signature]
~~Deputy~~ Clerk
(SEAL)

[Signature]
Executive Secretary

Legal Review:

Legal Review:

[Signature]
Seminole County Attorney

[Signature]

Financial Provision Approved by
DEPARTMENT Comptroller on:

8-05-05

EXHIBIT "A"

SCOPE OF SERVICES FOR:

LFRA (Locally Funded Reimbursement Agreement) with Seminole County for
Advanced Construction Project

FPN 414779-1-58-01

Seminole County wishes to advance the construction phase of the subject project to begin around January 2006. The County construction will consist of converting the existing 6-lane open drainage roadway section into a 6-lane urban section with curb and gutter and a closed drainage system. In addition, the project will provide bike lanes, 10-ft. wide pedestrian facilities, and a curbed median. The project will also consider the implementation of multi-modal amenities including street lighting, enhanced transit stops, and street prints.

After construction is complete, the County shall provide As-Built plans for the project to the Department. Also, the County will be responsible for maintaining the landscaping, signals, lighting and other amenities (hardscape) that are part of this project.

FDOT Cost Estimate: \$8,000,000.00

EXHIBIT "B"
RESOLUTION/MINUTES
Financial Management Number: 414779-1-58-01

EXHIBIT "C"
NOTICE OF COMPLETION

LOCALLY FUNDED REIMBURSEMENT AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and SEMINOLE COUNTY

PROJECT DESCRIPTION: Construction of US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard in Seminole County.

FINANCIAL MANAGEMENT ID#: 414779-1-58-01

In accordance with the Terms and Conditions of the **LOCALLY FUNDED REIMBURSEMENT AGREEMENT**, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 200__

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the **LOCALLY FUNDED REIMBURSEMENT AGREEMENT**, the undersigned hereby certifies that all work which originally required certification by a *Professional Engineer* has been completed in substantial compliance with the **PROJECT** construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

SEAL:

By: _____, P.E.

Name: _____

Date: _____