

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 19, 2012

Division: Public Works/Engineering

Agenda Item: Yes X No

Department: Engineering Services

Staff Contact Person/Phone #: Judy Clarke X4329

AGENDA ITEM WORDING: Approval of Amendment One to the Joint Participation Agreement (JPA) with Florida Department of Transportation (FDOT) to extend the term of the JPA until January 31, 2013. The JPA provides \$1,159,433 funding to design and construct repairs to Tom's Harbor Channel Bridge #904600 from Duck Key Drive to US 1.

ITEM BACKGROUND: FDOT agreed to provide funding for bridge repairs through its Small County Outreach Program (SCOP). The JPA expires June 30, 2012. The construction on the bridge is scheduled to continue through December 2012, which requires extension of the Agreement until January 2013.

PREVIOUS RELEVANT BOCC ACTION: BOCC approved Resolution 241-2009 making bridge repair a County priority at the August 2009 meeting. BOCC approved the JPA with FDOT at the April 2010 BOCC meeting.

CONTRACT/AGREEMENT CHANGES: Extend JPA to expire on January 31, 2013 to allow for completion of repairs.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$0 **INDIRECT COST:** n/a **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: not applicable

COST TO COUNTY: \$0 **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty _____ OMB/Purchasing ^{PJK} _____ Risk Management ^{MS} _____

DOCUMENTATION: Included X Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with:	<u>FDOT</u>	Contract #	<u>APX68</u>
		Effective Date:	<u>May 21, 2010</u>
		Expiration Date:	<u>January 31, 2013</u>
Contract Purpose/Description:			
<u>Amendment One to the Joint Participation agreement with Florida Department of</u>			
<u>Transportation to extend the term of the Agreement until January 31, 2013.</u>			
<u>The JPA provides a \$1,159,433 grant to fund design and construction of repairs to the</u>			
<u>Toms Harbor Channel Bridge from US 1 to Duck Key.</u>			
Contract Manager:	<u>Judy Clarke</u>	<u>4329</u>	<u>Engineering/#1</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on <u>1/19/2012</u> Agenda Deadline: <u>1/3/2012</u>			

CONTRACT COSTS	
Total Dollar Value of Contract: \$	<u>1,570,780</u> Current Year Portion: \$ <u>1,317,558</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>125 - 22541 - 560630 - 6 m 1002 - 560630</u>
Grant: \$ <u>1,159,433</u>	_____
County Match: \$ <u>411,347</u>	_____

ADDITIONAL COSTS	
Estimated Ongoing Costs: \$ _____/yr	For: _____
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1-3-2012</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Judy Clarke</u>	<u>1-3-2012</u>
Risk Management	<u>12-30-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slud</u>	<u>12-30-11</u>
O.M.B./Purchasing	<u>1-3-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Penny Kipp</u>	<u>1-3-12</u>
County Attorney	<u>12/19/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christine Bidart-Barnes</u>	<u>12/19/11</u>
Comments: _____				



Florida Department of Transportation

RICK SCOTT GOVERNOR

1000 NW 111 Avenue Miami, FL 33172

ANANTH PRASAD, P.E. SECRETARY

AMENDMENT TO JOINT PARTICIPATION AGREEMENT

Extension to Contract Term Amendment No. 1

Project Description: Improvements to Tom's Harbor Channel Bridge #904600 from Duck Key Dr. to US-1
Participant: Monroe County
Contract No.: APX68 Project No.: 428550-1-58-01
Contract Execution Date: May 21, 2010 Current Contract Term: June 30, 2012
Amendment Date: ___ day of ___, 20__

The term of the original agreement, referenced above, is hereby amended as follows:

Section 8 of the Agreement is amended to extend the contract term to January 31, 2013.

Section 9 of the Agreement is amended to extend final invoice submittal to May 31, 2013.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any amendments thereto will remain in full force and effect.

MONROE COUNTY
Name of Participant

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:
Authorized Signature

BY:
Authorized Signature

(Print / Type)

Debora Rivera, P.E.
(Print / Type)

Title:

Title: District Director of Transportation Operations

cc: Pablo Orozco; Financial Services; File

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/19/11

**JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MONROE COUNTY**

THIS AGREEMENT is made and entered into this 21ST day of MAY, 2010, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Monroe County, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, the COUNTY has jurisdiction over and maintains Tom's Harbor Channel Bridge #904600 in the County; and

WHEREAS, the DEPARTMENT has agreed to have the COUNTY design and construct the improvements to Tom's Harbor Channel Bridge #904600 from Duck Key Drive to US-1, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 428550-1-58-01, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- b. The COUNTY shall submit this Agreement to its COUNTY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'Monroe County Resolution', and is herein incorporated by reference.
- c. The COUNTY shall obtain all necessary permits from the DEPARTMENT, and other concerned agencies, as needed, prior to commencing PROJECT construction.
- d. The COUNTY shall advertise for bid, let the consultant and construction contracts, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before June 30, 2012. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.
- e. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove COUNTY employment of same.
- f. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- g. The DEPARTMENT shall reimburse the COUNTY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.
- h. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of 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 this Agreement.

3. FINANCIAL PROVISIONS

- a. The eligible PROJECT costs may not exceed ONE MILLION FIVE HUNDRED SEVENTY THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$1,570,780.00), as outlined in Exhibit "B", 'Financial Summary'. The DEPARTMENT shall be responsible for ONE MILLION ONE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED THIRTY THREE DOLLARS (\$1,159,433.00). The COUNTY shall be responsible for FOUR HUNDRED ELEVEN THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS (\$411,347.00). If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional funding shall be executed prior to such costs being incurred.
- b. The DEPARTMENT agrees to pay the COUNTY for the herein described services at a compensation as detailed in this Agreement.
- c. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- d. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- e. Travel costs will not be reimbursed.
- f. 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 (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 include the COUNTY'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.
- g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the

expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- h. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6202A
Miami, Florida 33172-5800
Attn: Michelle Meaux, JPA Coordinator
Ph: 305-470-5112; Fax: 305-470-5704

To COUNTY:

Monroe County
1100 Simonton Street
Key West, Florida 33040
Attn: Judith S. Clarke, P.E., Director of
Engineering Services
Ph: 305-295-4329; Fax: 305-295-4321

- b. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

8. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before June 30, 2012. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING

The COUNTY will invoice the DEPARTMENT for completed work. All cost charged to the PROJECT, including any approved services contributed by the COUNTY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within 120 days after the expiration of this Agreement. Invoices submitted after October 28, 2012, will not be paid.

10. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit "D", 'Audit Reports', are incorporated herein by reference.

11. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

-- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

MONROE COUNTY:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: *Sylvia J. Murphy*
COUNTY MAYOR

BY: *Am Rep*
DISTRICT SECRETARY

ATTEST: _____
(SEAL) COUNTY CLERK

ATTEST: *Margaret Higgins*
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

Sam Alth 4/13/10
COUNTY ATTORNEY

Cecilia D. [Signature]
DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

Tom's Harbor Channel Bridge is located at mile marker 61 and connects the islands of Duck Key Drive to US-1. It was constructed in 1967 and is 248 feet long. The February 25, 2009 bridge inspection report indicates that the bridge is structurally deficient and assigns it a sufficiency rating of 46.0.

The work will consist of engineering design, permitting and construction of repairs to the bridge deck, beams, columns, bent caps, pile jackets and other bridge elements. The work will include demolishing and replacing portions of the deck, repairing concrete spalling, and rebaring corrosion. The remaining bridge elements will be repaired by cleaning rebar (or replacing where needed) and repairing concrete spall and cracks, cleaning and repairing (or replacing) bearings and expansion joints. Metal guardrails and the bridge railing will be upgraded to meet current DEPARTMENT design standards.

PROJECT Limits: Tom's Harbor Channel Bridge #904600 from Duck Key Drive to US-1

FDOT Financial Project Number: 428550-1-58-01

County: Monroe

FDOT Project Manager: Kenneth Jeffries, 305-470-6736
Frank Guyamier, 305-470-5431

COUNTY Project Manager: Judith S. Clark, P.E., 305-295-4329

EXHIBIT "B"

FINANCIAL SUMMARY

Estimated PROJECT costs for reimbursement, programmed under the following project numbers, for PROJECT completion:

<u>Fiscal Year:</u>	<u>Amount:</u>	<u>Fund Type:</u>
428550-1-38-01		
2009/2010	\$158,125.00	Local Funds (LF) (COUNTY)
428550-1-58-01		
2009/2010	\$953,578.00	Small County Outreach Program (SCOP)
2009/2010	\$205,855.00	General Revenue for SCOP (GRSC)
2010/2011	\$101,422.00	Local Funds (LF) (COUNTY)
428550-1-68-01		
2010/2011	<u>\$151,800.00</u>	Local Funds (LF) (COUNTY)
Total PROJECT Cost Estimate:	\$1,570,780.00	

EXHIBIT "C"

MONROE COUNTY RESOLUTION

To be herein incorporated once approved by the COUNTY Commission.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING JOINT PARTICIPATION AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND MONROE COUNTY, FLORIDA FOR FUNDING TO DESIGN AND CONSTRUCT IMPROVEMENTS TO TOMS HARBOR CHANNEL BRIDGE #904600 FROM DUCK KEY DRIVE TO US 1.

WHEREAS, the COUNTY has jurisdiction over and maintains Tom's Harbor Channel Bridge #904600 in the County; and

WHEREAS, the DEPARTMENT has agreed to have the COUNTY design and construct the improvements to Tom's Harbor Channel Bridge #904600 from Duck Key Drive to US-1, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 428550-1-58-01, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Monroe County, Florida, that:

SECTION 1: The Joint Participation Agreement between the State of Florida Department of Transportation and Monroe County, Florida is hereby approved.

SECTION 2: Upon execution, this Resolution shall be marked as "Exhibit C" and made a part of the Joint Participation Agreement.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said board on the 21ST day of April, A.D., 2010.

Mayor Sylvia Murphy	<u>Yes</u>
Mayor Pro Tem Heather Carruthers	<u>Yes</u>
Commissioner Kim Wigington	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner Mario DiGennaro	<u>Yes</u>

(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Camela Hancock*
Deputy Clerk

By *Sylvia J. Murphy*
Mayor/Chairperson

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Suzanne A. Hutton
SUZANNE A. HUTTON
COUNTY ATTORNEY
4/13/10

FILED FOR RECORD
2010 APR 29 AM 9:55
DANNY L. KOLHAGE
CLERK
MONROE COUNTY, FLORIDA

EXHIBIT "D"

AUDIT REPORTS

The administration of resources awarded by the Department to **CITY/COUNTY** be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fssa.state.fl.us.

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 **MONROE COUNTY** regarding such audit. **MONROE COUNTY** 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:

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. EXHIBIT 1 to 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. 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).

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)(1), 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 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. 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. 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).

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 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.

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 each of the following addresses:

Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6202-B
Miami, Florida 33172
Attention: Michelle Loren Meaux, JPA Coordinator

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

B. 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 each of the following:

Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6202-B
Miami, Florida 33172
Attention: Michelle Loren Meaux, JPA Coordinator

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 each of the following addresses:

Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6202-B
Miami, Florida 33172
Attention: Michelle Loren Meaux, JPA Coordinator

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 each of the following addresses:

Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6202-B
Miami, Florida 33172
Attention: Michelle Loren Meaux, JPA Coordinator

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 each of the following addresses:

Florida Department of Transportation

1000 Northwest 111th Avenue, Room 6202-B
Miami, Florida 33172
Attention: Michelle Loren Meaux, JPA Coordinator

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, 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.

EXHIBIT - 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Department of Transportation	55.009, Small County Outreach Program	\$953,578.00

Compliance Requirements

1. 55.009, Small County Outreach Program (Attached)
2. Agreement Specifications

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