BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2005

Division: Engineering

Bulk Item: Yes X No __

Department: Engineering

Staff Contact: David S. Koppel, PE
County Enginer

AGENDA ITEM WORDING:
Approval to rescind agreement as approved on June 15, 2005, and enter into a revised Joint Participation Agreement (JPA) between Monroe County and the Florida Department of Transportation to complete stormwater management improvements at various locations along the U.S. Highway 1 corridor, and approval of Resolution entitled "A Resolution of the Mayor and County Commission of Monroe County Approving a Joint Participation Agreement with D.O.T. to Complete Stormwater Management Improvements" to be included as Exhibit C of the Joint Participation Agreement.

ITEM BACKGROUND:
Two years ago the Directors of Marine Resources and Engineering met with representatives of the Florida Department of Transportation to discuss placing various stormwater improvements located on FDOT right-of-way and identified in the County's Stormwater Management Master Plan in the FDOT Work Program. They agreed to pursue funding for these improvements. Recently County staff was informed that the funding had been made available and would be provided to Monroe County to complete the improvements through a JPA. Attached is a revised JPA to complete 4 projects for an estimated cost of approximately $2,000,000. No County funds are required.

PREVIOUS RELEVANT BOCC ACTION:
The BOCC approved the original agreement at the June 15, 2005 meeting subject to approval by the County Attorney and FDOT.

CONTRACT/AGREEMENT CHANGES:
FDOT made some grammatical and format changes, updated the form to include General Requirements, Environmental Impact Review Requirements, and Standard Financial Provisions, and added Exhibits A through E; Monroe County reduced the projects from six to four so as not to exceed the $2,000,000 total cost.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $2,000,000 **BUDGETED:** Yes _ No X .

COST TO COUNTY: None **SOURCE OF FUNDS:** FDOT

REVENUE PRODUCING: Yes ____ No X **AMOUNT Per Month** ____ **Year** $1,000,000

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X .

DIVISION DIRECTOR APPROVAL: _____
David Koppel, PE, County Engineer

DOCUMENTATION: Included X Not Required ____

DISPOSITION: ____ **AGENDA ITEM NO.:** ____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: FDOT

Contract #_____

Effective Date: 07/20/05

Expiration Date: 12/31/2006

Contract Purpose/Description:
Joint Participation Agreement (JPA) between Monroe County and the Florida Department of Transportation to complete stormwater management improvements at various locations along the U.S. Highway 1 corridor.

Contract Manager: David S. Koppel, PE (Name) | 4469 (Ext.) | Engineering / 1 (Department/Stop #)

for BOCC meeting on 7/20/05 Agenda Deadline: 7/05/05

CONTRACT COSTS/REVENUES

Total Dollar Value of Contract: $ 2,000,000 Current Year Portion: $ 1,000,000

Budgeted? Yes ☒ No ☐ Account Codes: _____-_____-_____-_____-_____

Grant: $ 2,000,000 _____-_____-_____-_____-_____

County Match: $ None _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $NA/yr (Not included in dollar value above)

For: NA (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	7-1-05	Yes ☐ No ☑		7-1-05
Risk Management	7-5-05	Yes ☐ No ☑		7-5-05
O.M.B./Purchasing		Yes ☐ No ☑		7-6-05
County Attorney	7/5/05	Yes ☐ No ☑		7/5/05

Comments:

JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT (this "Agreement") is made and entered into on this _____ day of _____, 2005, between MONROE COUNTY, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter called the COUNTY, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION a component agency of the State of Florida, hereinafter called the DEPARTMENT.

WITNESSETH:

WHEREAS, the COUNTY, over several years, will undertake the permitting, design, and construction of various stormwater structural improvements on areas of U.S. Highway 1 (State Road 5), hereinafter collectively called the PROJECT, and, as outlined in the attached Exhibit 'A', 'Scope of Services,' which is incorporated herein by reference; and

WHEREAS, the DEPARTMENT desires to improve COUNTY stormwater drainage within its right-of-way along the U.S. Highway 1 corridor; and

WHEREAS, the DEPARTMENT and the COUNTY desire to pool resources in order to gain efficiencies and economies of scale; and

WHEREAS, the DEPARTMENT agrees 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 incorporated herein by reference; and

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

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and benefits set forth and other good and valuable consideration, receipt of which is hereby acknowledged, hereby agree as follows:

1. **Representations by the DEPARTMENT.** The DEPARTMENT makes the following representations as the basis for the undertakings on its part herein contained:

(a) The DEPARTMENT has been duly created and is validly existing as a public agency under the laws of the State. The DEPARTMENT has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The obligations of the DEPARTMENT under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) There is no litigation pending or, to the knowledge of the DEPARTMENT, threatened with respect to the future development of the ramps which are a part of this Agreement which will affect the performance by the DEPARTMENT of its obligations under this Agreement.

(c) No default exists with respect to the obligations of the DEPARTMENT under this Agreement, and the execution and delivery of this Agreement by the DEPARTMENT do not constitute a violation of applicable law or regulations or a breach of a default under any other agreement to which the DEPARTMENT is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(d) All consents, waivers, approvals and other governmental actions required to be taken in order for the DEPARTMENT to enter into and fully comply with this Agreement have been received and obtained by the DEPARTMENT.

2. Representations by the COUNTY. The COUNTY makes the following representations as the basis for the undertakings on its part herein contained:

(a) The COUNTY has been duly created and is validly existing as a body politic and corporate, a public instrumentality and an agency of the State existing under the Act. The COUNTY has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper corporate action the COUNTY has been duly authorized to execute and deliver this Agreement. The obligations of the COUNTY under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) No litigation is pending, or to the knowledge of the COUNTY, threatened with respect to the future development of the ramps which are a part of this Agreement which will affect the performance by the COUNTY of its obligations under this Agreement.

(c) No default exists with respect to the obligations of the COUNTY under this Agreement, and the execution and delivery by the COUNTY of this Agreement do not constitute a violation of applicable law or regulations or a breach of or

default under any other agreement to which the COUNTY is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(d) All consents, waivers, approvals and other governmental actions required to be taken in order for the COUNTY to enter into and fully comply with this Agreement have been received or obtained by the COUNTY.

3. Recitals. The Recitals to this Agreement are true and correct and are hereby incorporated herein by reference and made a part hereof.

4. General Requirements.

(a) The COUNTY shall submit this Agreement to its Board of County Commissioners for ratification or approval by Resolution. A copy of said Resolution is attached hereto as Exhibit "C", 'County Resolution', and is incorporated herein by reference.

(b) The COUNTY shall perform PROJECT administration, permitting, design, and construction work in accordance with current DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.

(c) The COUNTY covenants and agrees to undertake the permitting, design and construction work of the following road segments on DEPARTMENT right-of-way as established and described in Exhibit 'A', and, as set out in the Monroe County Stormwater Management Master Plan, dated August 2001, of which PROJECT scope-of-service excerpts are included in Exhibit 'A'. The following stormwater improvement projects have been identified as eligible for DEPARTMENT reimbursement, the cumulative reimbursement of which shall

not exceed the maximum limiting amount programmed in the DEPARTMENT's current Adopted Work Program as identified in the attached Exhibit 'B'.:

a Rockland to Shark Key right-of-way construction with an estimated cost of $542,000;

b North Harris to Park Channels construction with an estimated cost of $414,000;

c Bow to Kemp Channel right-of-way construction with an estimated cost of $1,044,000.

The cumulative estimated construction cost for the three above-listed projects is TWO MILLION DOLLARS ($2,000,000.00). The DEPARTMENT is authorizing, via this Agreement, the reimbursement of eligible PROJECT costs up to and not to exceed TWO MILLION DOLLARS ($2,000,000.00), as further broken down by fiscal year in the attached Exhibit 'B'.

(d) The DEPARTMENT has encumbered the funds for fiscal year 2004/05 prior to Agreement execution.

(e) The COUNTY will submit PROJECT design plans to the DEPARTMENT for review and approval at the following phases: Phase II 60%, Phase III 90% and Phase IV 100%.

(f) The COUNTY covenants and agrees to schedule the construction of the stormwater management improvements on DEPARTMENT right-of-way in accordance with the availability of funds set forth in Exhibit 'B'. Upon completion of the work, the COUNTY will certify to the DEPARTMENT that all

work was performed in accordance with applicable DEPARTMENT standards and specifications.

5. Environmental Impact Review Requirements.

a. Prior to construction, the COUNTY shall ensure that a qualified environmental professional performs an environmental assessment of all projects covered under this Agreement. Each project shall be assessed for potential environmental impacts for all items listed in the attached Exhibit "E", 'Environmental Impact Review Checklist', which is incorporated herein by reference. For each project the COUNTY shall prepare a Project Technical Memorandum which includes a discussion of the project's involvement and potential impacts in each of the topic areas contained in Exhibit "E", any related agency coordination, and an explanation of how these impacts will be addressed. The COUNTY shall submit the draft Project Technical Memorandum to the DEPARTMENT with the 60% design phase submittal for review and approval.

b. The COUNTY shall coordinate PROJECT design to ensure compatibility with the Florida Keys Scenic Highway and the planned improvements included in the Florida Department of Environmental Protection's (FDEP) Overseas Heritage Trail Project.

c. Any PROJECT landscape design developed shall be reviewed and approved by the DEPARTMENT's District Landscape Architect prior to construction.

d. The COUNTY shall coordinate potential environmental impacts with the appropriate resource and regulatory agencies and the DEPARTMENT, and shall obtain all required local, State and Federal permits for the PROJECT prior to construction. The COUNTY shall submit draft permit applications to the DEPARTMENT for their review and approval prior to submittal to the appropriate agencies. The COUNTY shall provide to the DEPARTMENT copies of all correspondence with permitting agencies during the permitting process. The

COUNTY shall coordinate any required wetlands mitigation resulting from the PROJECT with the DEPARTMENT.

e. Assessment and coordination as referenced above is required for any potentially occurring listed endangered species or critical habitat within the PROJECT limits. The COUNTY is also specifically advised that the shoulders and side slopes directly adjacent to U.S. 1 in the area of Cudjoe Key may contain critical habitat for the federally endangered Silver rice rat (*Oryzomys palustris natator*). The COUNTY is responsible for ensuring that a qualified environmental professional perform a field assessment of all PROJECT areas for purposes of identifying endangered species' critical habitat, and assessing potential impacts to these species and their habitats, resulting from the proposed stormwater improvements. For each project, the COUNTY shall prepare an Endangered Species Biological Assessment Technical Memorandum and coordinate the project's potential impacts with the U.S. Fish and Wildlife Service. The COUNTY shall provide to the DEPARTMENT copies of all correspondence related to endangered species coordination. The COUNTY shall obtain and provide to the DEPARTMENT any necessary approvals from the U.S. Fish and Wildlife Service as appropriate under the federal Endangered Species Act as amended, prior to construction.

6. Standard Financial Provisions.

a. Cumulative eligible project costs may not exceed TWO MILLION DOLLARS ($2,000,000.00) across DEPARTMENT fiscal year , as outlined in Exhibit 'B', 'Financial Estimate'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional DEPARTMENT 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 State Comptroller under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.

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 expenses 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 three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Participant's general accounting 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. Nothing in this Agreement shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides 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 such funds are available prior to entering into any such contract or other binding commitment of

funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year."

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

7. Effective Date of this Agreement. This Agreement shall become effective on the date hereof.

8. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

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

10. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to the County: Monroe County
1100 Simonton Street, Room 2-205
Key West, Florida 33040
Attention: County Administrator

(b) If to the Department: Florida Department of Transportation
1000 NW 111th Avenue, Room 6137
Miami, Florida 33172
Attention: JPA Coordinator

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

11. Entire Agreement. This Agreement, including the Attachment to this Agreement, contain the sole and entire agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

12. Binding Effect. This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

13. Waiver. Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

14. Captions. The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

15. Absence of Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize

anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

16. Other Documents. The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the COUNTY may require approval by the Board of the COUNTY, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the COUNTY under this Section.

17. Audits. Florida Single Audit Act requirements as outlined in the attached Exhibit "E", 'Audit Reports', are incorporated herein by reference.

18. Governing Law. This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Monroe County, Florida.

19. Indemnification. To the extent permitted by **Section 768.28, *Florida Statutes,*** the parties agree to indemnify each other for liability due to any act or omission, neglect or wrongdoing of a party or any of its officers, agents or employees. Further, the parties agree to defend each other against any and all such claims or demands which may be claimed and have arisen as a result of or in connection with the parties' participation in this Agreement. Nothing contained herein shall be construed to contradict the provisions of **Section 768.28, *Florida Statutes,*** nor shall this Section be construed to require either party to indemnify the other for the negligent acts of the other.

20. Expiration of Agreement. The COUNTY agrees to complete the PROJECT on or before June 30, 2010. 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.

21. Final Invoice. 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 the 120-day time period will not be paid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, MONROE COUNTY, signing by and through its County Manager, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

BOARD OF COUNTY COMMISSIONERS MONROE COUNTY, FLORIDA:	**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**
BY: _____	**BY:** _____
MAYOR/CHAIRPERSON	**DISTRICT SECRETARY**
ATTEST: _____	**ATTEST:** _____
(SEAL) COUNTY CLERK	**(SEAL) EXECUTIVE SECRETARY**

LEGAL REVIEW:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
7/3/02

COUNTY ATTORNEY	**DISTRICT GENERAL COUNSEL**

EXHIBIT 'A'

SCOPE OF SERVICES

FDOT Financial Project ID: 408292-2-58-01 COUNTY: Monroe

DEPARTMENT Project Manager: Ricardo Salazar, P.E.

COUNTY Project Manager: _____

The following stormwater improvement projects have been identified as eligible for DEPARTMENT reimbursement, with DEPARTMENT financial participation not to exceed the amount programmed in the DEPARTMENT's current Adopted Work Program identified in Exhibit 'B'. Scope-of-services excerpts from the Monroe County Stormwater Management Master Plan, dated August 2001, for each of the five below-listed projects are attached hereto and incorporated herein by reference:

Mile Marker	Island	Name/Location	Estimated Construction Cost	Expected Funds Available
11-12	Big Coppitt	Rockland to Shark Key	$543,500	FY 05
17-19	Park Key	North Harris to Park Channel	$418,000	FY 05
20-22	Cudjoe Key	Bow to Kemp Channel	$1,045,100	FY 05

EXHIBIT 'B'

FINANCIAL SUMMARY

The DEPARTMENT is authorizing the reimbursement of eligible PROJECT costs to the COUNTY in accordance with this Agreement. The DEPARTMENT's current Adopted Work Program allocates the following funding, by fiscal year, for PROJECT construction:

Fiscal Year:	**Amount:**	**Fund Type:**
2004/05	$1,000,000.00	District Dedicated Revenue (DDR)

TOTAL ESTIMATED PROJECT CONSTRUCTION COSTS:	**$ 2,000,000.00**
MAXIMUM DEPARTMENT FINANCIAL PARTICIPATION:	**$2,000,000.00**
COUNTY FINANCIAL RESPONSIBILITY:	**$ -0-**

U.S. 1 RESURFACING – Boca Chica Channel to Rockland Channel

Description of Problem Area

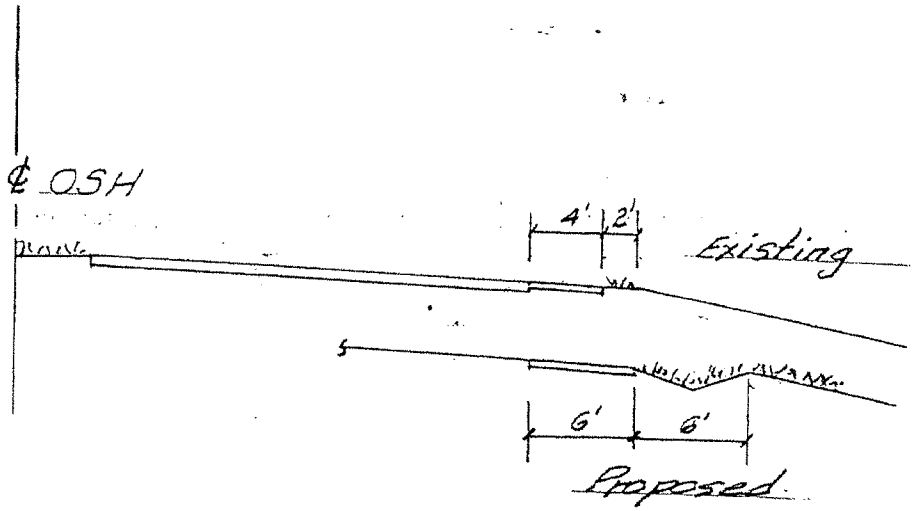
This section of the Overseas Highway is scheduled for re-surfacing by the Florida Department of Transportation in 2003. The highway is a four lane divided section with a grass median except on the flyover at the entrance to the Naval Air Station and is approximately 2.7 miles in length and 2,138,400 s.f. in area, of which 855,360 s.f. is impervious, resulting in a "C" factor of 0.44. Photos 1, 2, 3, 4 & 5 depict the study area. Assuming that the FDOT will perform the work in a manner similar to the highway recently resurfaced west of Boca Chica, the shoulders will not be swaled or grassed beyond the standard 2' strip of sod, the median will not be altered and the delineated shoulder on the pavement will not be widened.

Recommended Improvements

- Shape to median as a swale for its' entire length. The swale should be 3' deep with 3:1 side slopes.
- Widen the paved shoulder to 6' to eliminate parking on the grass.
- Swale the shoulder at the edge of pavement. This should be a "V" shaped swale, 1' deep with 3:1 side slopes. These swales will provide 3.93 ac.ft. of total storage.
- Vegetate the swale and remainder of the side slope.
- Use porous asphalt (Friction Course) for the new surface course.

At the present time, there is a treatment volume required of 1.4 inches. The proposed improvements would provide a level of treatment of 0.96 inches and provide a 90%volume capture. The cross-section sketch below shows the proposed improvements. The estimated capital cost of these improvements is presented in the Capital Cost Summary.

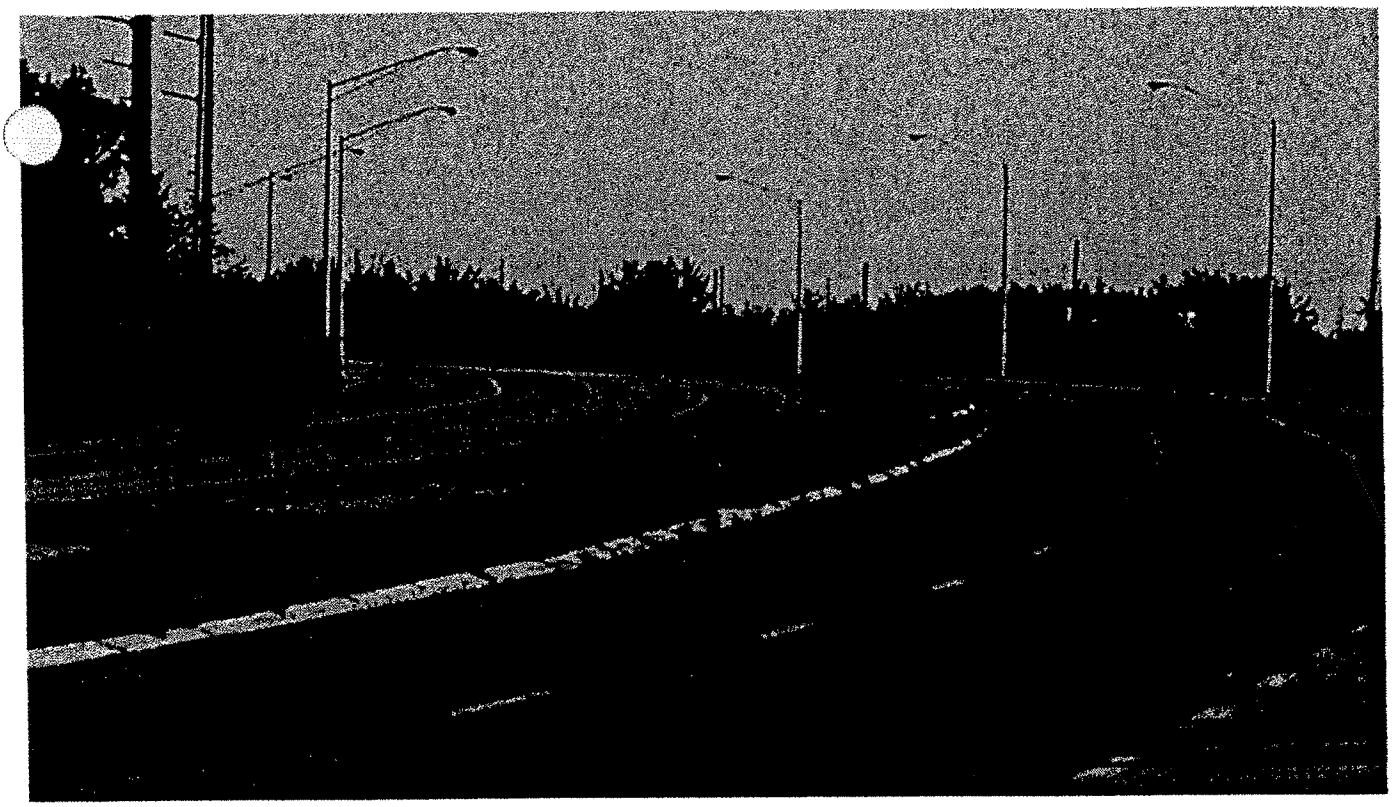
U.S. 1 RESURFACING – Boca Chica Channel to Rockland Channel



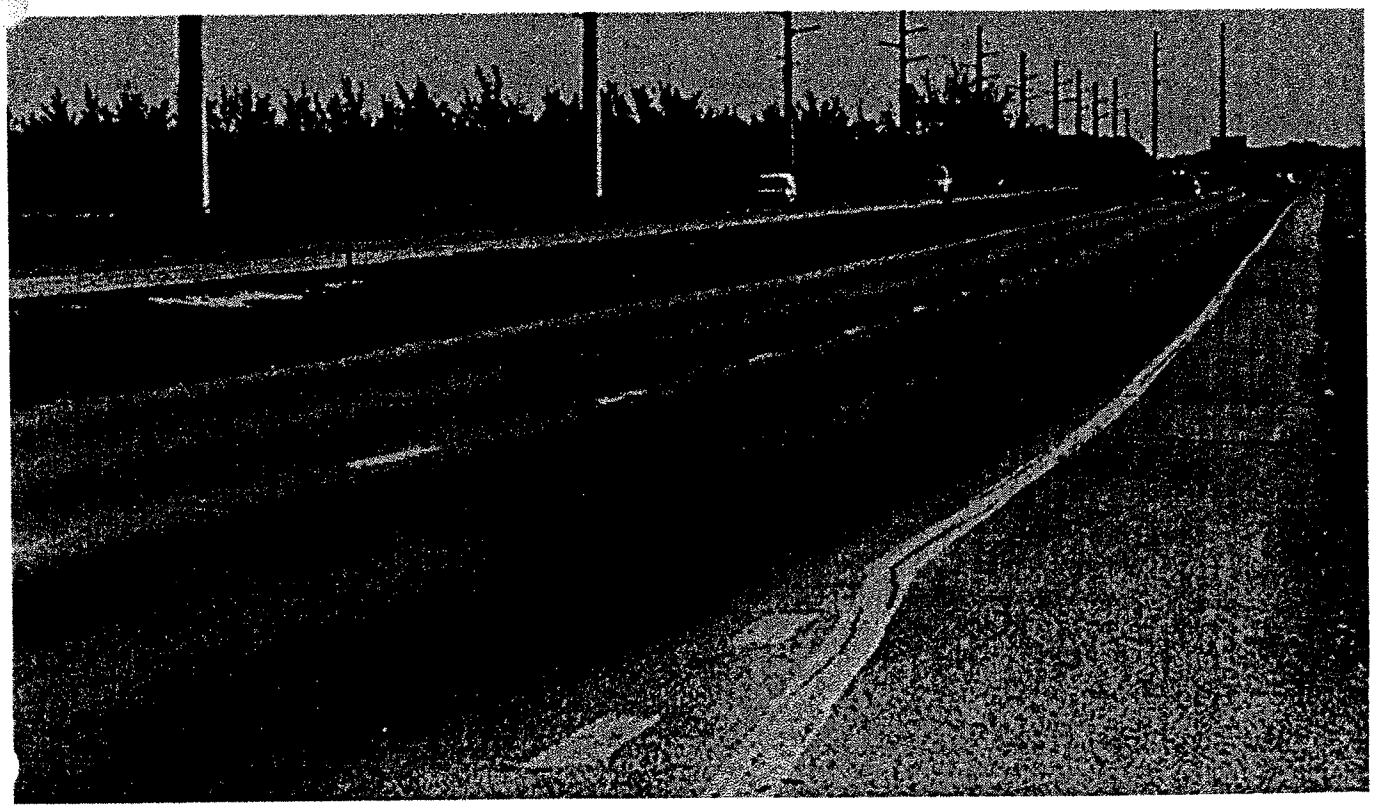
Monroe County Stormwater Master Plan
Capital Cost Summary
US1 Boca Chica Channel to Rockland Channel

	Item	Units	Unit Cost	Quantity	Total Cost
1	Storm Sewer	Ft	Variable (5)	0	$0
2	Storm Inlets	Each	$2,500	0	$0
3	Swales (1) (2)	Ft	$25	28,512	$712,800
4	Road/Driveway Repair	Sq Yd	$20	0	$0
5	Excavation/Earthwork	Cu Yd	$12	0	$0
6	Curb Replacements/Installation	Ft	$10	0	$0
7	Exfiltration Trench	Ft	$250	0	$0
8	Water Quality Treatment Unit (6)	Each	$15,000	0	$0
9	Install/Repair Drain Well	Each	$5,000	0	$0
10	Roof Drain Treatment Areas	Each	$1,500	0	$0
11	Porous Pavement	Sq Yd	$20	2,112	$42,200
	Subtotal 1				$755,000
	Contingency (30% of Subtotal 1) (3)				$226,500
	Subtotal 2				$981,500
	Engineering, Survey, & Permitting (15 % of Subtotal 2)				$147,200
	TOTAL COST (4)				$1,128,700

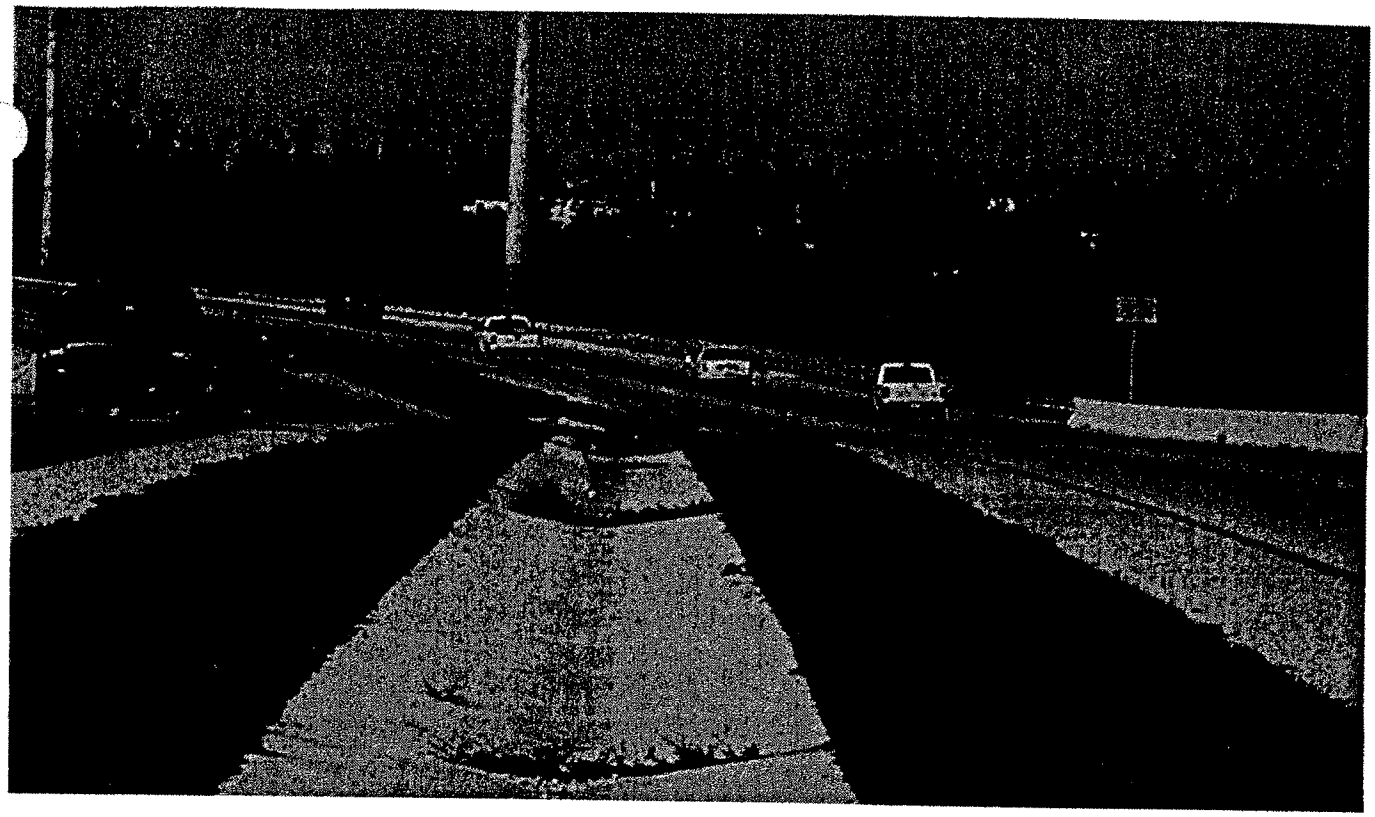
(1) Residential/Roadway swale costs include excavation, sod or landscaping. Commercial swale costs include excavation, inlets, pipes, barricades, and landscaping.
(2) This does not include land acquisition costs for swales not in existing rights-of-way.
(3) Includes contracor's overhead and profit as well as mobilization and standard contingencies.
(4) All costs are in 2001 dollars. Costs include only stormwater related infrastructure. Replacement or rehabilitation of non-stormwater infrastrucure is not included.
(5) Generally between $2.00 and $3.25/foot/in diameter depending on pipe size.
(6) Unit cost based upon sizing for tributary area of 10 acres or less.



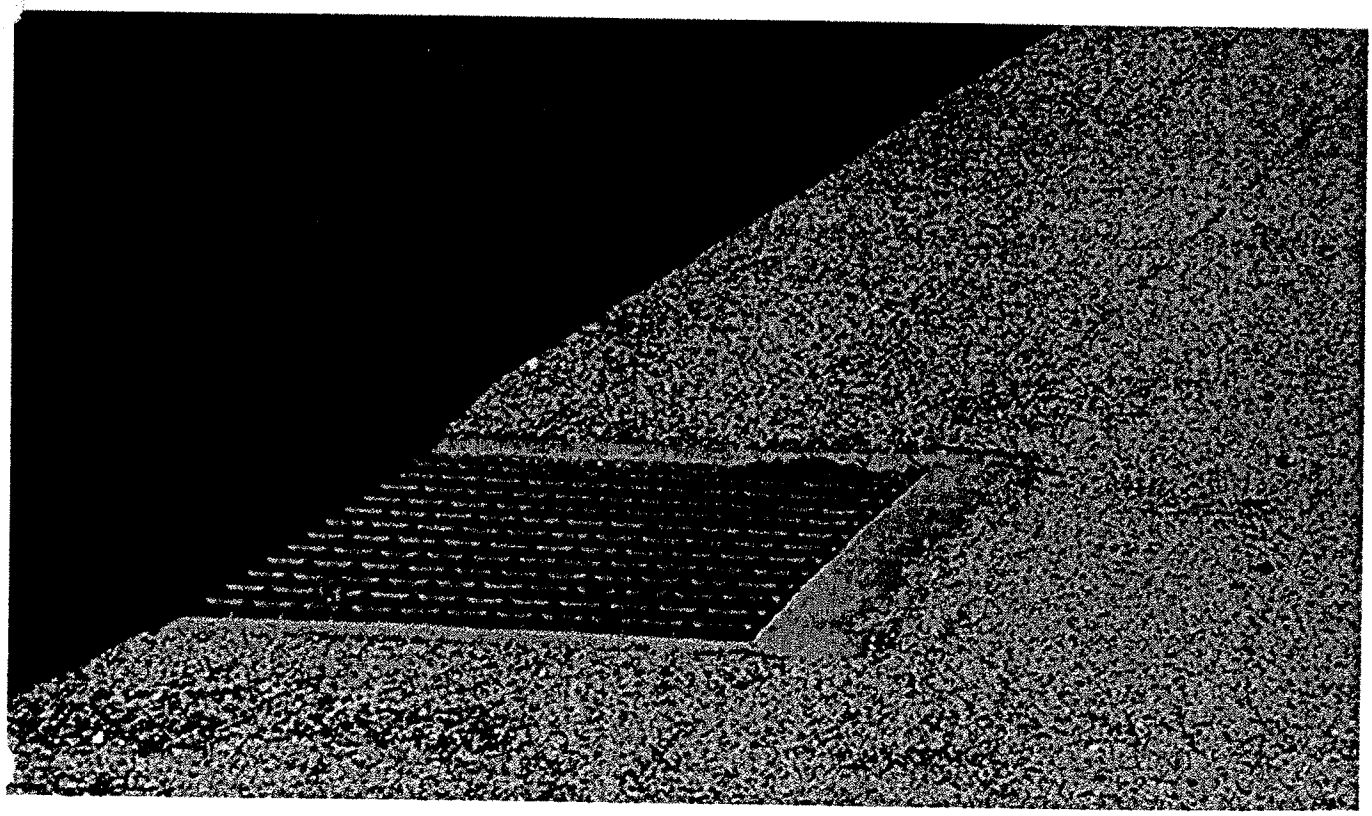
1. Boca Chica Channel to Rockland Channel



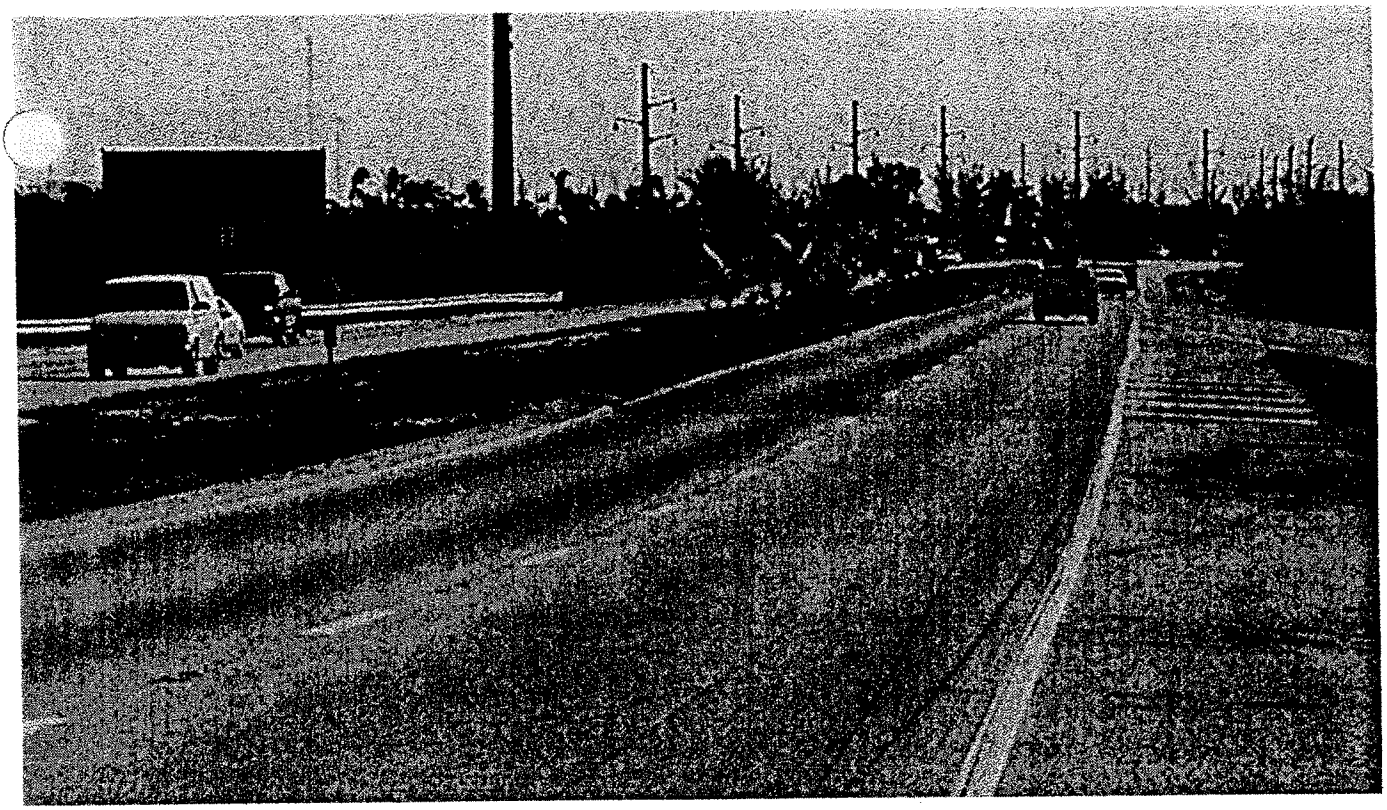
2. Boca Chica Channel to Rockland channel



3. Boca Chica Channel to Rockland Channel



4. Boca Chica Channel to Rockland Channel



5, Boca Chica Channel to Rockland Channel

U.S. 1 RESURFACING – Rockland Channel to Shark Channel

Description of Problem Area

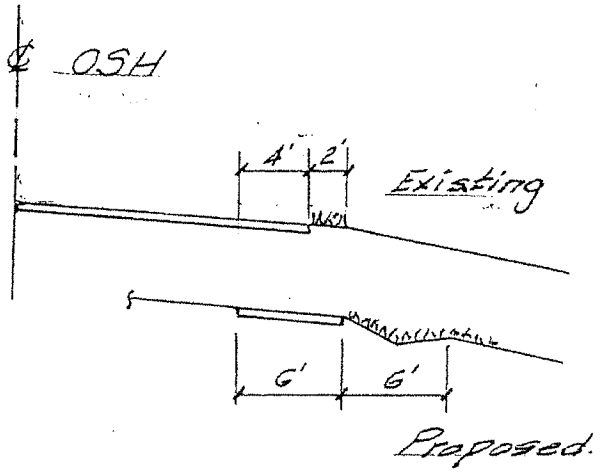
This section of the Overseas Highway is scheduled for resurfacing by the Florida Department of Transportation in 2003. The plans will include turn lanes. This section of the Overseas Highway is two lane, not divided with grassed shoulders and in some instances lime rock shoulders and a bike path or pedestrian path along the north side. In general, the roadway is higher than the surrounding areas. This section is approximately 1.3 miles in length and 686,400 s.f. in area of which 263,578 s.f. is impervious, resulting in a "C" factor of 0.43. Photos 6, 7, 8 & 9 depict the study area. Preliminary indication from FDOT is that turn lanes will be constructed, decreasing the existing pervious area.

Recommended Improvements

- Widen the paved shoulder to 6' to eliminate parking on the grass.
- Swale the shoulder at the edge of pavement. This should be a "V" shaped swale, 1' deep with 3:1 side slopes, right-of-way permitting. These swales will provide 1.89 ac.ft. of total storage.
- Vegetate the swale and remainder of the side slope.
- Use porous asphalt (Friction Course) for the resurfacing.
- Set a cross slope on the proposed turn lanes to drain to the swale above.

At the present time, there is a treatment volume required of 1.35 inches. The proposed improvements would provide a level of treatment to 1.03 inches and provide a 93% volume capture. The estimated capital cost of these improvements is presented in the Capital Cost Summary.

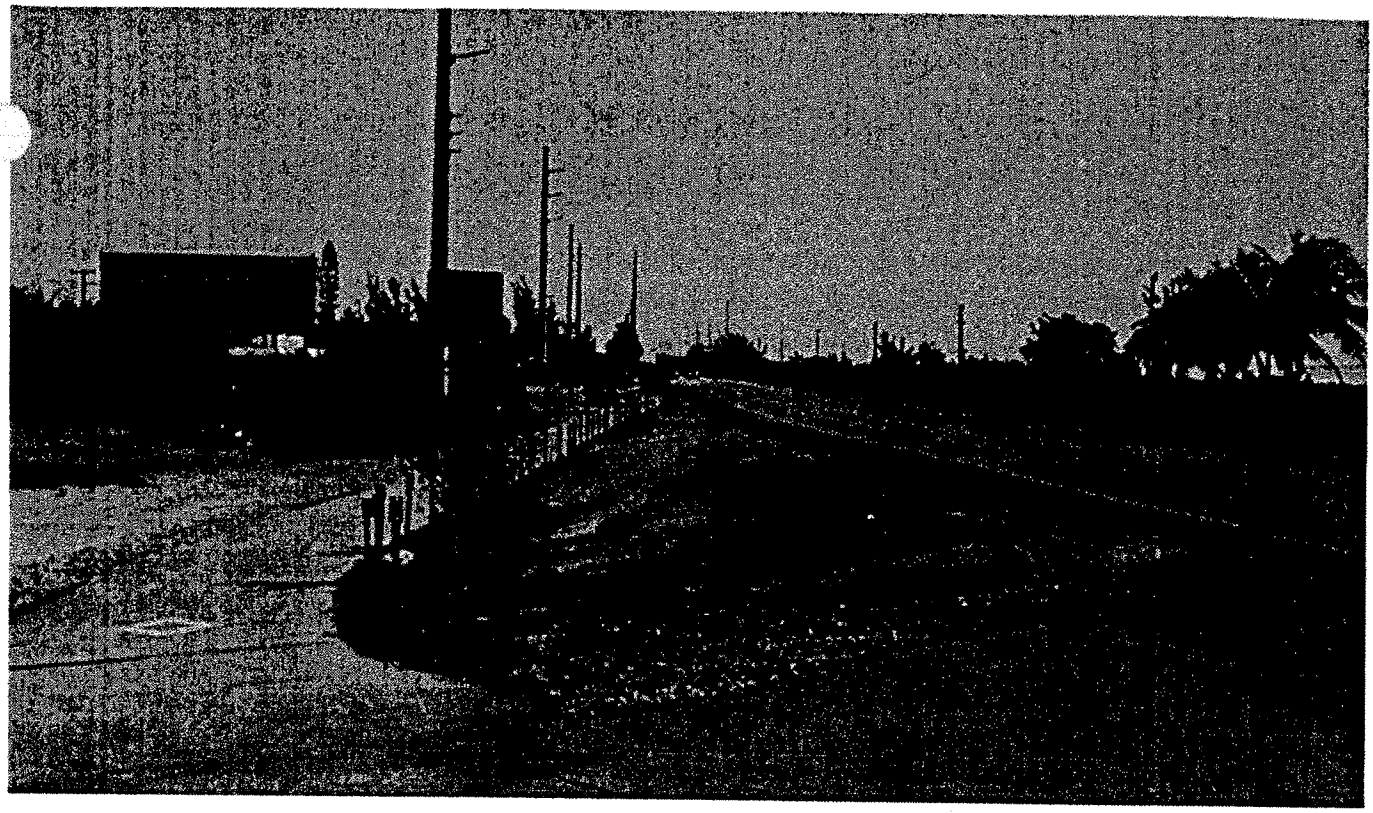
U.S. 1 RESURFACING – Rockland Channel to Shark Channel



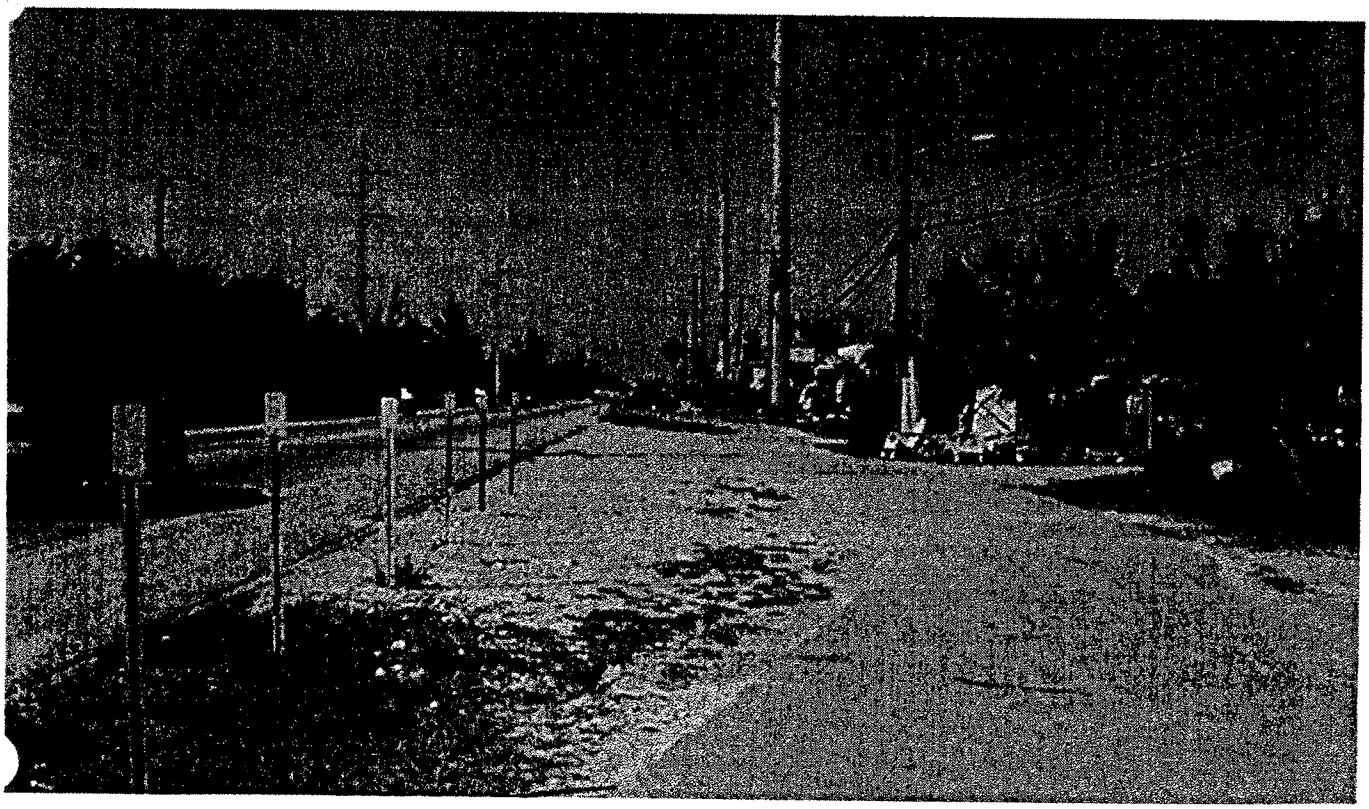
Monroe County Stormwater Master Plan
Capital Cost Summary
US1 Rockland Channel to Shark Channel

	Item	Units	Unit Cost	Quantity	Total Cost
1	Storm Sewer	Ft	Variable (5)	0	$0
2	Storm Inlets	Each	$2,500	0	$0
3	Swales (1) (2)	Ft	$25	13,728	$343,200
4	Road/Driveway Repair	Sq Yd	$20	0	$0
5	Excavation/Earthwork	Cu Yd	$12	0	$0
6	Curb Replacements/Installation	Ft	$10	0	$0
7	Exfiltration Trench	Ft	$250	0	$0
8	Water Quality Treatment Unit (6)	Each	$15,000	0	$0
9	Install/Repair Drain Well	Each	$5,000	0	$0
10	Roof Drain Treatment Areas	Each	$1,500	0	$0
11	Porous Pavement	Sq Yd	$20	1,017	$20,300
	Subtotal 1				$363,500
	Contingency (30% of Subtotal 1) (3)				$109,100
	Subtotal 2				$472,600
	Engineering, Survey, & Permitting (15 % of Subtotal 2)				$70,900
	TOTAL COST (4)				$543,500

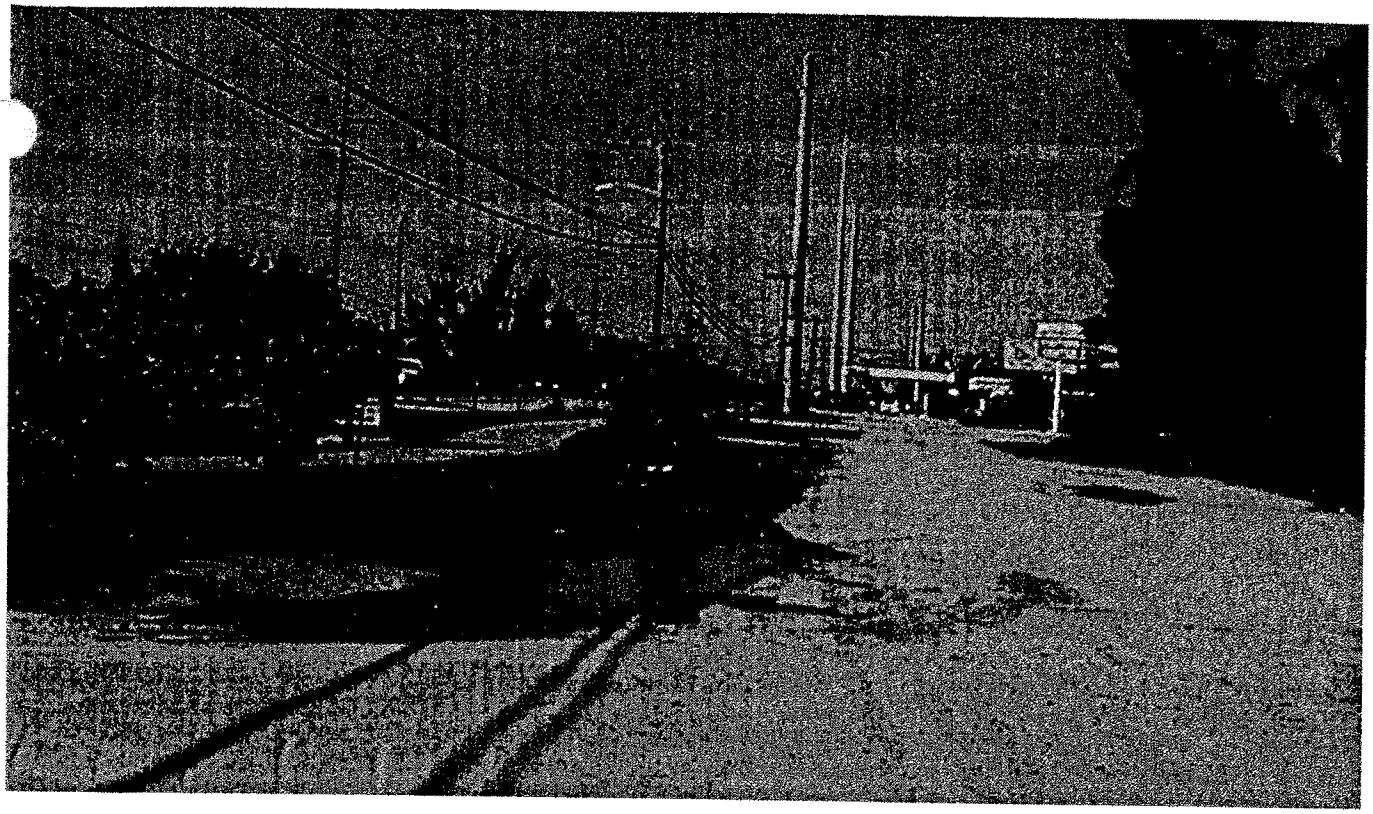
(1) Residential/Roadway swale costs include excavation, sod or landscaping.
Commercial swale costs include excavation, inlets, pipes, barricades, and landscaping.
(2) This does not include land acquisition costs for swales not in existing rights-of-way.
(3) Includes contracor's overhead and profit as well as mobilization and standard contingencies.
(4) All costs are in 2001 dollars. Costs include only stormwater related infrastructure. Replacement or rehabilitation of non-stormwater infrastrucure is not included.
(5) Generally between $2.00 and $3.25/foot/in diameter depending on pipe size.
(6) Unit cost based upon sizing for tributary area of 10 acres or less.



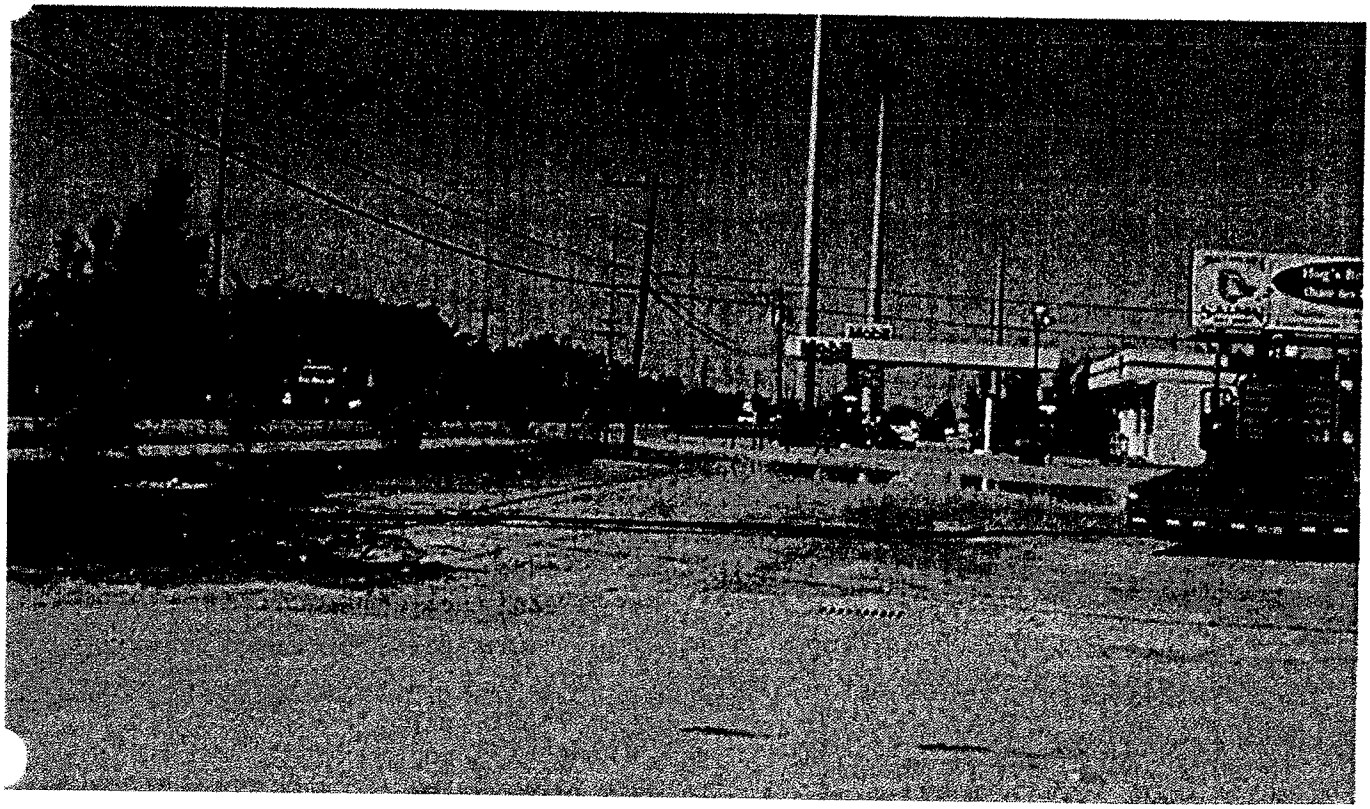
6. Rockland Channel to Shark Channel



7. Rockland Channel to Shark Channel



8. Rockland Channel to Shark Channel



9. Rockland Channel to Shark Channel

U. S. 1 – RESURFACING – North Harris Channel to Park Channel

Description of Problem Area

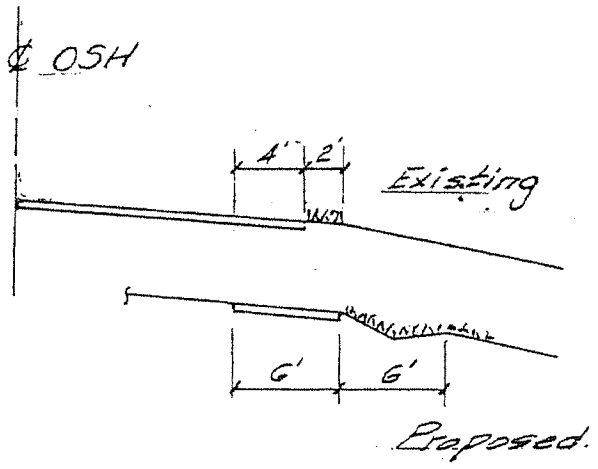
This section of the Overseas Highway is scheduled for resurfacing by the Florida Department of Transportation in 2003. The highway is a two lane, not divided section with a substantial mangrove growth on either side of the highway. It is approximately one mile in length and 528,000 s.f in area, of which 232,320 s.f. is impervious, resulting in a "C" factor of 0.47. Photos 13, 14 & 15 depict the study area. It is assumed that the FDOT will perform the work in the same manner as current resurfacing projects, i.e., with a 2' grass strip adjacent to the pavement and a 4' striped asphalt shoulder. No sodding will be placed on the side slopes. The roadway shoulders in this area have been repaired with millings from previous projects and form an impervious surface.

Recommended Improvements

- Widen the paved shoulder to 6' to eliminate parking on the grass.
- Swale the shoulder at the edge of pavement. This should be a "V" shaped swale, 1' deep with 3:1 side slopes, right-of-way permitting. These swales will provide 1.45 ac. ft. of total storage.
- Remove all milling material and replace with lime rock.
- Vegetate the swales and the side slopes where grass is missing.
- Use porous asphalt (Friction Course) for the new surface.

At the present time, there is a treatment volume required of 1.4 inches. The proposed improvements would provide a level of treatment of 1.45 inches and provide a 96% volume capture. The cross-section sketch below shows the proposed improvements. The estimated capital cost of these improvements is presented in the Capital Cost Summary.

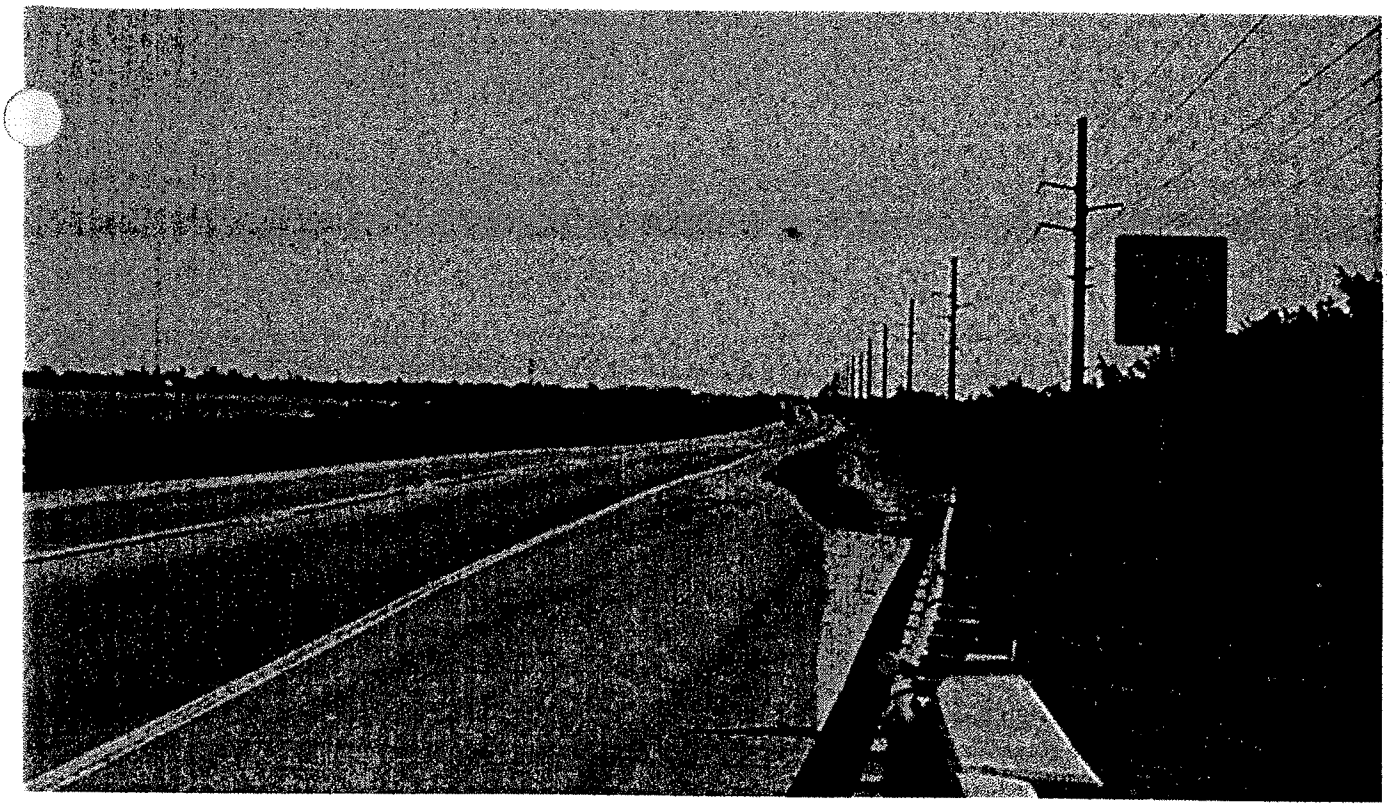
U.S. 1 RESURFACING – North Harris Channel to Park Channel



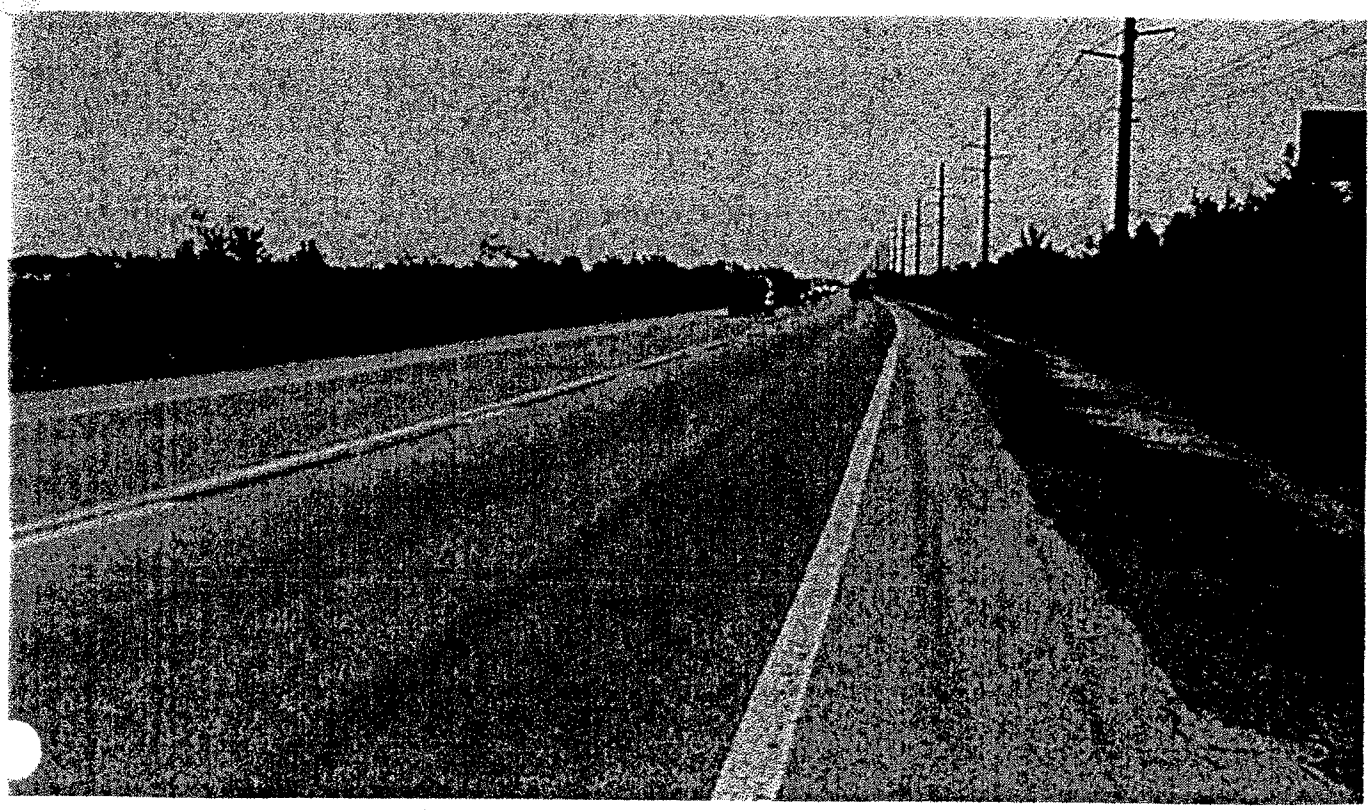
Monroe County Stormwater Master Plan
Capital Cost Summary
US1 North Harris Channel to Park Channel

	Item	Units	Unit Cost	Quantity	Total Cost
1	Storm Sewer	Ft	Variable (5)	0	$0
2	Storm Inlets	Each	$2,500	0	$0
3	Swales (1) (2)	Ft	$25	10,560	$264,000
4	Road/Driveway Repair	Sq Yd	$20	0	$0
5	Excavation/Earthwork	Cu Yd	$12	0	$0
6	Curb Replacements/Installation	Ft	$10	0	$0
7	Exfiltration Trench	Ft	$250	0	$0
8	Water Quality Treatment Unit (6)	Each	$15,000	0	$0
9	Install/Repair Drain Well	Each	$5,000	0	$0
10	Roof Drain Treatment Areas	Each	$1,500	0	$0
11	Porous Pavement	Sq Yd	$20	782	$15,600
	Subtotal 1				$279,600
	Contingency (30% of Subtotal 1) (3)				$83,900
	Subtotal 2				$363,500
	Engineering, Survey, & Permitting (15 % of Subtotal 2)				$54,500
	TOTAL COST (4)				$418,000

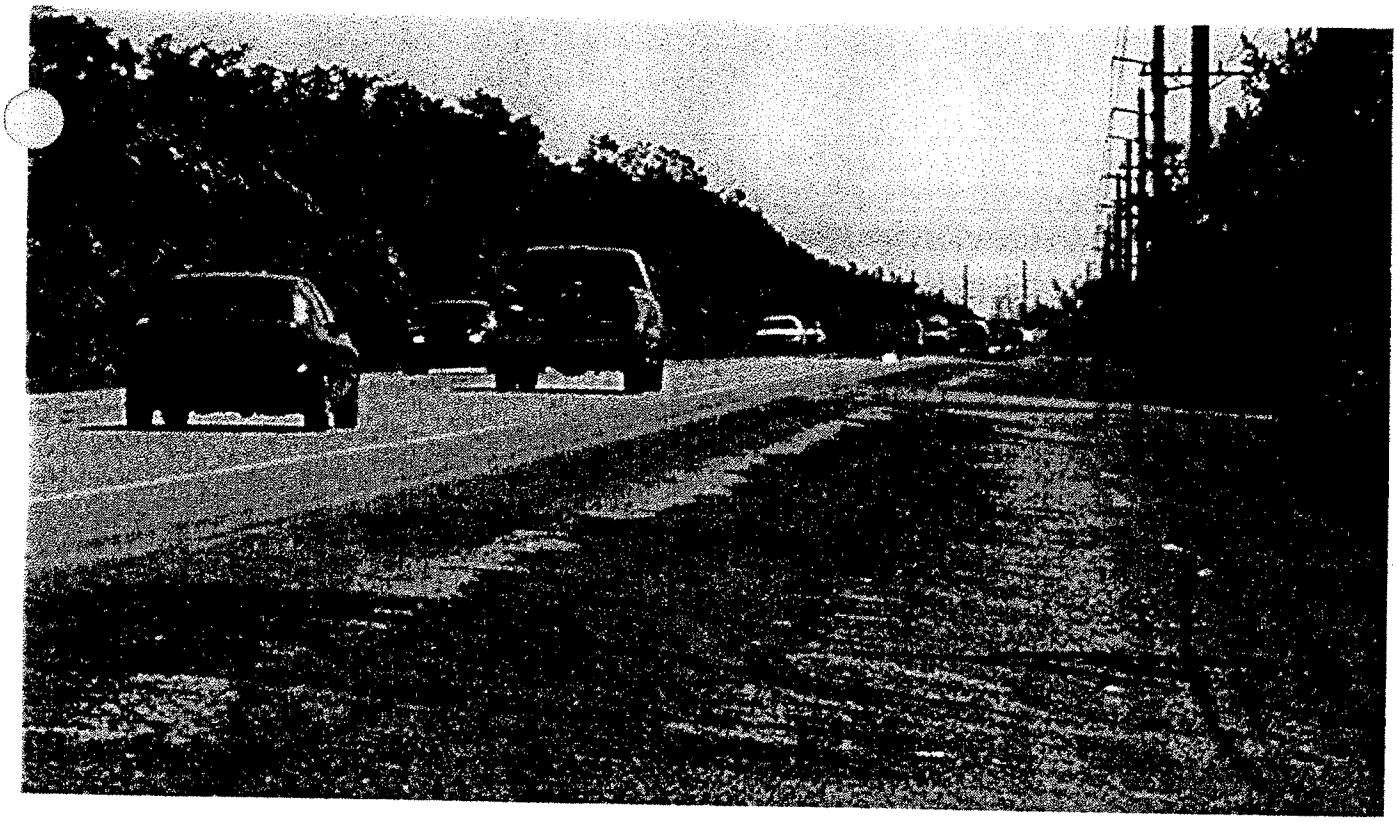
(1) Residential/Roadway swale costs include excavation, sod or landscaping. Commercial swale costs include excavation, inlets, pipes, barricades, and landscaping.
(2) This does not include land acquisition costs for swales not in existing rights-of-way.
(3) Includes contracor's overhead and profit as well as mobilization and standard contingencies.
(4) All costs are in 2001 dollars. Costs include only stormwater related infrastructure. Replacement or rehabilitation of non-stormwater infrastrucure is not included.
(5) Generally between $2.00 and $3.25/foot/in diameter depending on pipe size.
(6) Unit cost based upon sizing for tributary area of 10 acres or less.



13. North Harris Channel to Park Channel



14. North Harris Channel to Park Channel



15. North Harris Channel to Park Channel

U. S. 1 – RESURFACING – Bow Channel to East side of Cudjoe Key

Description of problem Area

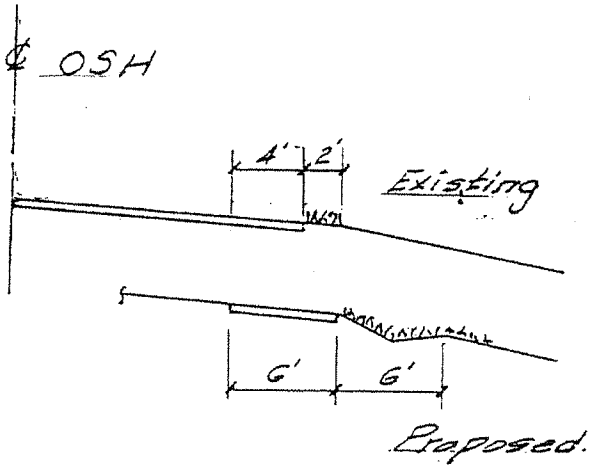
This section of the Overseas Highway is scheduled for resurfacing by the Florida Department of Transportation in 2003. The highway is a two lane, not divided section with substantial mangrove growth along the bay side. It is approximately 2.5 miles in length and 1,980,000 s.f. in area, of which 844,800 s.f. is impervious resulting in a "C" factor of 0.46. Photos 16 & 17 depict the study area. It is assumed that the FDOT will perform the work in the same manner as current resurfacing projects, i.e., with a 2' grass strip adjacent to the pavement and a 4' striped asphalt shoulder. No sodding will be placed on the side slopes. The roadway shoulders in this area have been repaired with milling s from previous projects and form an impervious surface.

Recommended Improvements

- Widen the paved shoulder to 6' to eliminate parking on the grass.
- Swale the shoulder at the edge of pavement. This should be a "V" shaped swale, 1' deep with 3:1 side slopes, right–of-way permitting. These swells will provide 3.64 ac. ft. of total storage.
- Remove all milling material and replace with lime rock.
- Vegetate the swale and side slopes where grass is missing.
- Use porous asphalt (Friction Course) for the new surface.

At the present time, there is a treatment volume required of 1.46 inches. The proposed improvements would provide a level of treatment of 0.96 inches and provide a 96% volume capture. The cross-section sketch below shows the proposed improvements. The estimated capital cost of these improvements is presented in the Capital Cost Summary.

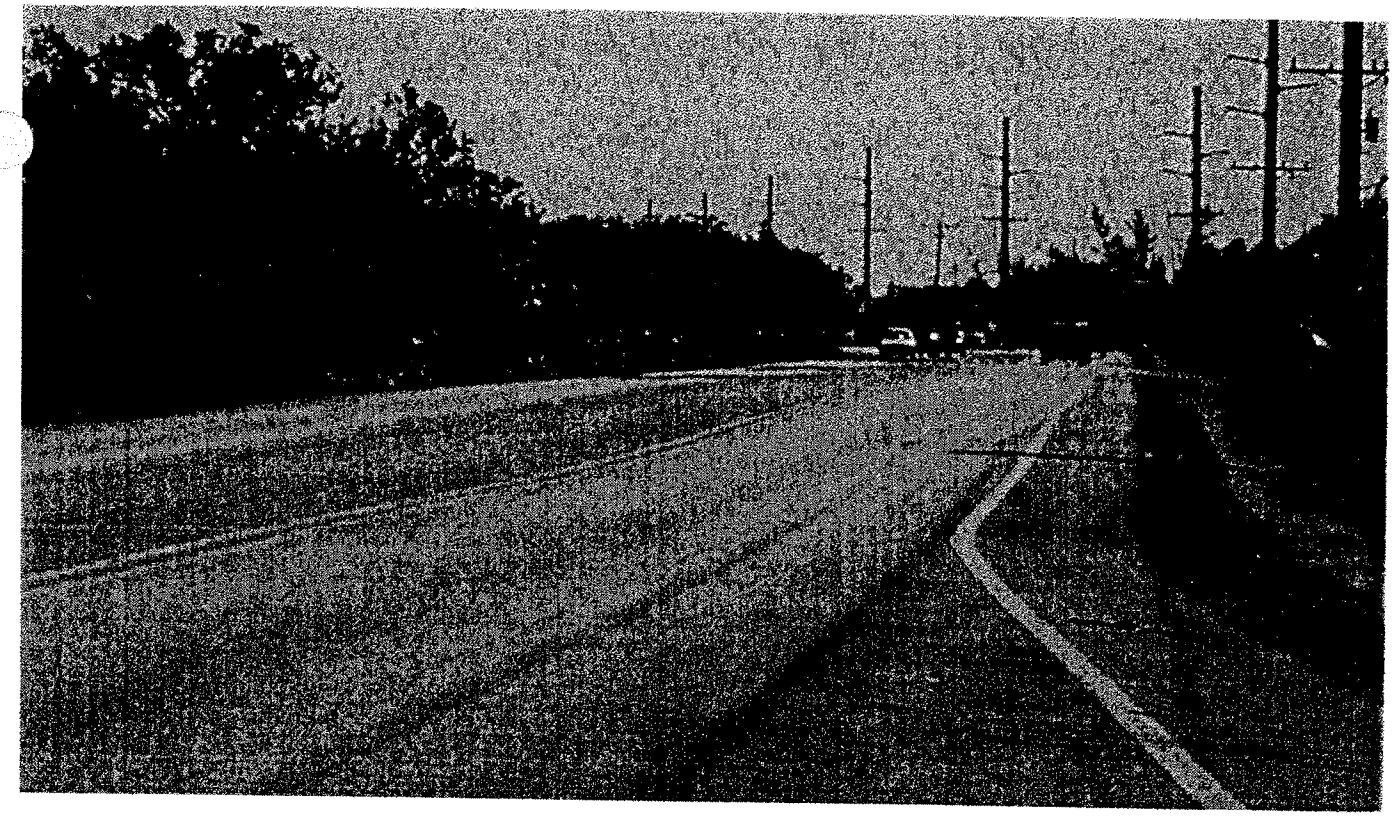
U.S. 1 RESURFACING – Bow Channel to East side of Cudjoe Key



Monroe County Stormwater Master Plan
Capital Cost Summary
US1 Bow Channel to East Side of Cudjoe Key

	Item	Units	Unit Cost	Quantity	Total Cost
1	Storm Sewer	Ft	Variable (5)	0	$0
2	Storm Inlets	Each	$2,500	0	$0
3	Swales (1) (2)	Ft	$25	26,400	$660,000
4	Road/Driveway Repair	Sq Yd	$20	0	$0
5	Excavation/Earthwork	Cu Yd	$12	0	$0
6	Curb Replacements/Installation	Ft	$10	0	$0
7	Exfiltration Trench	Ft	$250	0	$0
8	Water Quality Treatment Unit (6)	Each	$15,000	0	$0
9	Install/Repair Drain Well	Each	$5,000	0	$0
10	Roof Drain Treatment Areas	Each	$1,500	0	$0
11	Porous Pavement	Sq Yd	$20	1,956	$39,100
	Subtotal 1				$699,100
	Contingency (30% of Subtotal 1) (3)				$209,700
	Subtotal 2				$908,800
	Engineering, Survey, & Permitting (15 % of Subtotal 2)				$136,300
	TOTAL COST (4)				$1,045,100

(1) Residential/Roadway swale costs include excavation, sod or landscaping. Commercial swale costs include excavation, inlets, pipes, barricades, and landscaping.
(2) This does not include land acquisition costs for swales not in existing rights-of-way.
(3) Includes contracor's overhead and profit as well as mobilization and standard contingencies.
(4) All costs are in 2001 dollars. Costs include only stormwater related infrastructure. Replacement or rehabilitation of non-stormwater infrastrucure is not included.
(5) Generally between $2.00 and $3.25/foot/in diameter depending on pipe size.
(6) Unit cost based upon sizing for tributary area of 10 acres or less.



16. Bow Channel to East Side of Cudjoe Key

17. Bow Channel to East Side of Cudjoe Key

OVERSEAS HIGHWAY – MM 66 – Bayside Parking Area

Description of Problem Area

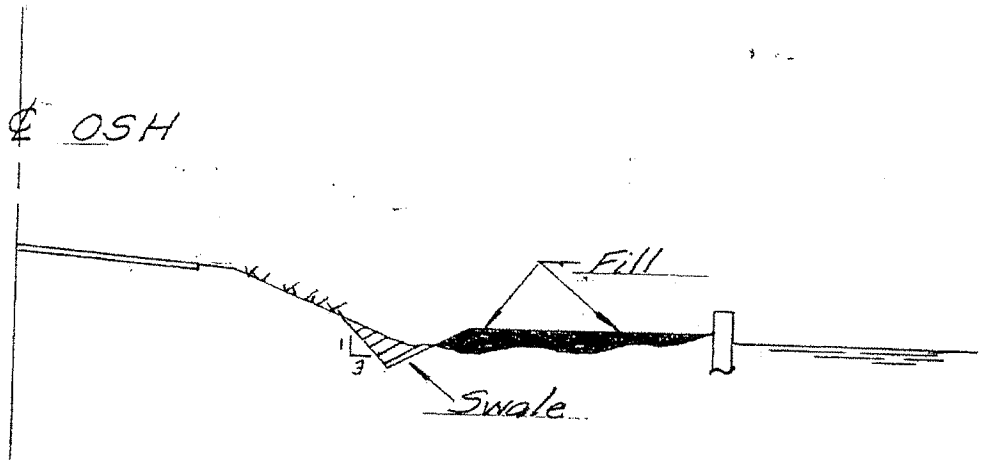
This is a turnout and parking area, unpaved and separated from the Bay by a low wall. Water from the overseas Highway is trapped behind the wall and stagnates. Photo 18 depicts the study area. It appears that tidal water does not come over the wall. This area is approximately 31,500 s.f., of which 7,200 s.f. is impervious resulting in a "C" factor of 0.29. The side slopes from the Overseas Highway are for the most part, grassed, with the exception of an area between the shoulder strip of sod and the grass slopes. This area is exposed lime rock.

Recommended Improvements

- The area at the toe of highway slope should be filled to eliminate flooding.
- A small swale should be created at the toe of slope. This swale would be "V" shaped, 1' deep with 3:1 side slopes. This will provide 0.06 ac. ft. of total storage.
- Vegetate the area not used for drives and parking.

At the present time, there is a treatment volume required of 0.29 inches, The proposed improvements would provide a level of treatment of 0.87 inches and provide a 95% volume capture. The cross-section sketch below shows the proposed improvements. The estimated capital cost of these improvements is presented in the Capital Cost Summary.

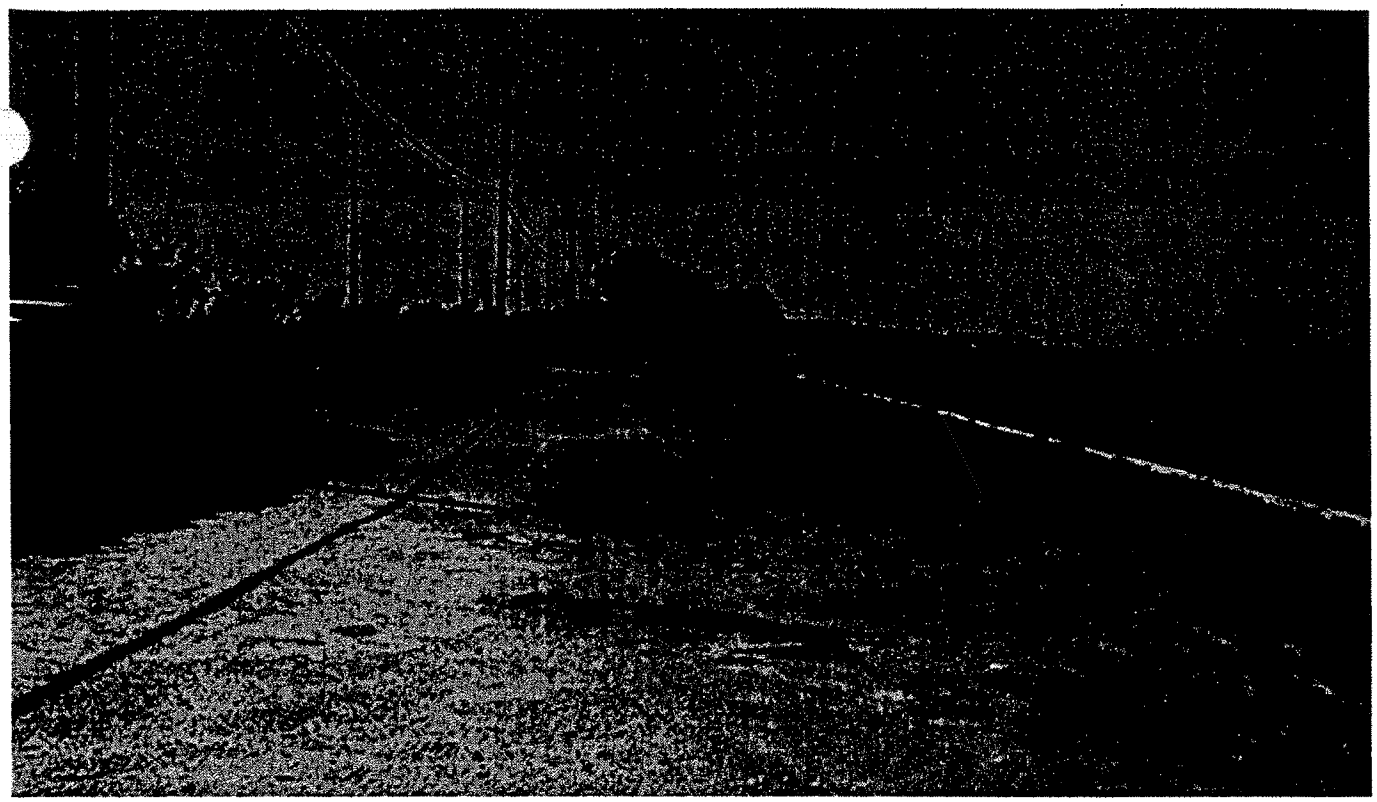
OVERSEAS HIGHWAY – MM 66 – Bayside Parking Area



Monroe County Stormwater Master Plan
Capital Cost Summary
US1 Bayside Parking Area at MM66

	Item	Units	Unit Cost	Quantity	Total Cost
1	Storm Sewer	Ft	Variable (5)	0	$0
2	Storm Inlets	Each	$2,500	0	$0
3	Swales (1) (2)	Ft	$25	450	$11,300
4	Road/Driveway Repair	Sq Yd	$20	0	$0
5	Excavation/Earthwork	Cu Yd	$12	0	$0
6	Curb Replacements/Installation	Ft	$10	0	$0
7	Exfiltration Trench	Ft	$250	0	$0
8	Water Quality Treatment Unit (6)	Each	$15,000	0	$0
9	Install/Repair Drain Well	Each	$5,000	0	$0
10	Roof Drain Treatment Areas	Each	$1,500	0	$0
11	Porous Pavement	Sq Yd	$20	0	$0
	Subtotal 1				$11,300
	Contingency (30% of Subtotal 1) (3)				$3,400
	Subtotal 2				$14,700
	Engineering, Survey, & Permitting (15 % of Subtotal 2)				$2,200
	TOTAL COST (4)				$16,900

(1) Residential/Roadway swale costs include excavation, sod or landscaping. Commercial swale costs include excavation, inlets, pipes, barricades, and landscaping.
(2) This does not include land acquisition costs for swales not in existing rights-of-way.
(3) Includes contracor's overhead and profit as well as mobilization and standard contingencies.
(4) All costs are in 2001 dollars. Costs include only stormwater related infrastructure. Replacement or rehabilitation of non-stormwater infrastrucure is not included.
(5) Generally between $2.00 and $3.25/foot/in diameter depending on pipe size.
(6) Unit cost based upon sizing for tributary area of 10 acres or less.



18. Overseas Highway - MM 66 - Bayside Parking Area

EXHIBIT 'C'

COUNTY RESOLUTION

To be attached hereto and incorporated herein once ratified by the Monroe County Board of County Commissioners.

A RESOLUTION OF THE MAYOR AND COUNTY COMMISSION OF MONROE COUNTY APPROVING A JOINT PARTICIPATION AGREEMENT WITH D.O.T. TO COMPLETE STORMWATER MANAGEMENT IMPROVEMENTS

WHEREAS, Monroe County is planning to undertake, over a period of years, a process of permitting, design and construction of stormwater improvements; and

WHEREAS, the Florida Department of Transportation desires to improve drainage along the U.S. Highway I corridor in Monroe County; and

WHEREAS, the Florida Department of Transportation and the Monroe County Board of County Commissioners desire to combine resources to efficiently and economically improve stormwater drainage within the right-of-way along the U.S. Highway 1 corridor in Monroe County;

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND COUNTY COMMISSION OF MONROE COUNTY, FLORIDA, that:

1. The Joint Participation Agreement with the Florida Department of Transportation for the construction of various stormwater structural improvements on areas of U.S. Highway 1, which agreement has the State identifier No. 408292-2-58-01, is hereby approved.

2. The Mayor is hereby authorized to execute said agreement on behalf of Monroe County.

3. This resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said board held on July 20, 2005.

Mayor Spehar ____
Mayor Pro Tem McCoy ____
Commissioner Nelson ____
Commissioner Neugent ____
Commissioner Rice ____

BOARD OF COUNTY COMMISSIONERS OF MONROECOUNTY, FLORIDA
By:_____
MAYOR DIXIE M. SPEHAR

(SEAL)
ATTEST:
DANNY L. KOLHAGE, CLERK
By: _____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 7/5/05

EXHIBIT 'D'

ENVIRONMENTAL IMPACT REVIEW CHECKLIST

A. SOCIAL AND ECONOMIC IMPACTS

- ❑ Land Use Changes
- ❑ Community Services
- ❑ Residences and Businesses
- ❑ Utilities

B. CULTURAL AND HISTORICAL RESOURCES

- ❑ Historical Resources
- ❑ Existing or Planned Pedestrian or Bicycle Facilities
- ❑ Park and Recreational Facilities
- ❑ Scenic Highways

C. NATURAL ENVIRONMENT

- ❑ Wetlands
- ❑ Aquatic Preserves
- ❑ Water Quality
- ❑ Outstanding Florida Waters
- ❑ National Marine Sanctuaries
- ❑ Floodplains
- ❑ Coastal Zone Consistency
- ❑ Endangered Species
- ❑ Other Wildlife and Their Habitats

D. PHYSICAL IMPACTS

- ❑ Noise
- ❑ Air
- ❑ Construction
- ❑ Contamination

E. PERMITS REQUIRED:

F. WETLANDS FINDING (Executive Order 11990):

EXHIBIT 'E'

AUDIT REPORTS

The administration of resources awarded by the DEPARTMENT to the COUNTY may 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 the COUNTY regarding such audit. The 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 $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. 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 $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).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $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. 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 $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).

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 111 Avenue
   Miami, Florida 33172

   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.

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 111 Avenue
   Miami, Florida 33172

   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 111 Avenue
   Miami, Florida 33172

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 111 Avenue
   Miami, Florida 33172

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 111 Avenue
Miami, Florida 33172

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.