



RESOLUTION NO. 2008 - 349

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2009 "06 TRANSPORTATION IMPROVEMENT BONDS FUND" TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZE ITS EXPENDITURE ON PROJECT 5152 – PROJECT DEVELOPMENT AND ENVIRONMENTAL SERVICES ON I-95 AT CR 210.**

**WHEREAS**, the County budget is annually prepared prior to knowing the actual amount of funds which may be received by the State of Florida Department of Transportation (the "DEPARTMENT") through the Transportation Regional Incentive Program; and

**WHEREAS**, the DEPARTMENT, and St. Johns County (the "COUNTY") **desire to enter** into the "Transportation Regional Incentive Program Agreement" dated \_\_\_\_\_, Designated by the COUNTY as Agreement/Contract No. \_\_\_\_\_ (the "TRIP Agreement"); and

**WHEREAS**, the TRIP Agreement bears the DEPARTMENT Financial Project I.D. numbers 213516-6-28-01, and pertains to a project located in St. Johns County, Florida, known as Project Development and Environmental Services on I-95 at CR 210, (the "PROJECT"); and

**WHEREAS**, the COUNTY has reviewed the terms, provisions, and requirements of the TRIP Agreement, and has determined that accepting the terms of the TRIP Agreement and the sum of \$100,000.00, will service the interests of the County, and

**WHEREAS**, The COUNTY and the DEPARTMENT agree to share the cost of the project 213516-6-28-01, in which the COUNTY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819; and

**WHEREAS**, the St. Johns County "06 Transportation Improvement Bonds Department" needs their recognition as current year revenues, in order to enable the appropriation of these funds for their intended purposes.

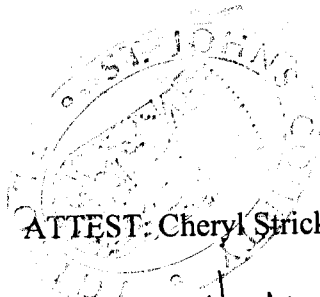
**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are hereby adopted as findings of fact.
2. The 06 Transportation Bond Improvements Fund Revenue and Expenditure budgets shall be adjusted to account for unanticipated revenue funds received from The DEPARTMENT in the amount of \$100,000.00.

**PASSED AND ADOPTED** by the Board of Board of County Commissioners of St. Johns County, Florida this 2<sup>nd</sup> day of December 2008.

BOARD OF COUNTY COMMISSIONERS OF ST.  
JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson  
Cyndi Stevenson, Chair



ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 12/4/08

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and ST. JOHNS COUNTY, hereinafter referred to as the "AGENCY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and

WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and

WHEREAS, the AGENCY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and

WHEREAS, the DEPARTMENT is willing to provide the AGENCY with financial assistance under **Financial Project Numbers: 213516-6-28-01** hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 2008 a copy of which is attached hereto as "**Exhibit B**" and made a part hereof, has authorized ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS to enter into this Agreement.

WHEREAS, the parties mutually agree that it is in their joint best interest to facilitate all Transportation Engineering activities associated with the Interchange Modification Report for the I-95 @ CR 210 project in St. Johns County, Florida, hereinafter referred to as the "Project", and more specifically described in **Exhibit "A"**; and

WHEREAS, the project provides Single Audit Information as further described in **Exhibit "1"**, and made a part hereof.

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

**1. SERVICES AND PERFORMANCE**

A) The PROJECT consists of Transportation Engineering activities associated with the Interchange Modification Report for the I-95 @ CR 210 project in St. Johns County, Florida.

B) The AGENCY agrees to undertake the Transportation Engineering activities associated with the Interchange Modification Report for the I-95 @ CR 210 PROJECT in accordance with all

applicable, federal, state and local statutes, rules and regulations, and standards. The AGENCY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the AGENCY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the AGENCY and of the details thereof. Coordination shall be maintained by the AGENCY with representatives of the DEPARTMENT. The AGENCY shall provide the DEPARTMENT with quarterly progress reports.
- D) The AGENCY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

**Florida Department of Transportation  
District Two Planning Office  
Mr. James G. Bennett, P.E., Urban Area Transportation Development Engineer  
2198 Edison Avenue  
Jacksonville, Florida 32204-2730  
Telephone: (904) 360-5400**

**Mr. Andrew J. Ames, P.E.  
Assistant county Engineer  
St. Johns County Engineering Division  
2740 Industry Center Road  
St. Augustine, Florida 32084**

## **2. TERM**

- A) The AGENCY shall perform the PROJECT activities in accordance with the following schedule:

**-Interchange Modification Report to be completed on or before .**

**See Exhibit A for progress submittals.**

**Attached is a sample invoice form to be used as a format in processing invoices**

- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

## **3. COMPENSATION AND PAYMENT**

A) The AGENCY and the DEPARTMENT agree to share the cost of their project **213516-6-28-01**. The AGENCY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.

B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is Two hundred thousand dollars and no/100 (**\$200,000.00**).

The estimated AGENCY share for one-half (1/2) the PROJECT is One hundred thousand dollars and no/100 (**\$100,000.00**).

The estimated DEPARTMENT share for one-half (1/2) the PROJECT is One hundred thousand dollars and no/100 (**\$100,000.00**) programmed as follows: **\$100,000.00 for Project Development and Environmental services in FY 08/09**, which is the maximum participation by the DEPARTMENT. The parties further agree all remaining costs of the PROJECT will be borne by the AGENCY.

i) In the event the AGENCY proceeds with the construction of the PROJECT with its own forces, the AGENCY will only be reimbursed for direct costs (this excludes general and administrative overhead).

ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S under Section 334.044 (29), Florida Statutes.

D) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

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

F) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.

G) Travel costs will not be reimbursed.

H) The AGENCY shall submit invoice (3 copies), plus supporting documentation required by the DEPARTMENT. Payment shall be made to the AGENCY upon completion of all services, as approved by the DEPARTMENT.

- I) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state and/or AGENCY. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- J) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five 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 AGENCY's general accounting records and the project records, together with supporting documents and records of the AGENCY and all subcontractors performing work on the project, and all other records of the AGENCY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- K) 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

#### **4. ROADWAY LEVEL OF SERVICE**

- A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT by rule for the logical termini of the PROJECT.
- B) The logical termini for the PROJECT are **I-95 at County Road 210**.
- C) If the PROJECT being funded in this Agreement is a Project Development and Environmental (PD&E) study, the COUNTY/CITY/AUTHORITY agrees to use the DEPARTMENT'S adopted level of service throughout the study. The level of service designated by the DEPARTMENT for the facility in this PROJECT is (enter the level of service) **LOS C**.
- D) The COUNTY/CITY/AUTHORITY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180 , it will officially adopt the DEPARTMENT'S level of service for the segment of **I-95 at County Road 210** between the logical termini specified in (B), above.

## **5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS (if applicable)**

- A) In-kind services are goods, commodities, or services received in lieu of cash payments. Goods and commodities should be valued based on their current market value.
- B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the Office of Right of Way.
- C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf> and are incorporated into this Agreement as **Attachment 1**.
- D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

## **6. INSURANCE**

### **E) LIABILITY INSURANCE.**

- i) The AGENCY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the AGENCY maintains a self-insurance fund to cover such liability, the AGENCY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the AGENCY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2000), as amended.

### **F) WORKERS' COMPENSATION.**

- i) The AGENCY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

## **7. COMPLIANCE WITH LAWS**

- A) The AGENCY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the AGENCY in conjunction with this Agreement. Failure by the AGENCY to grant

such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

- B) The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The AGENCY and the DEPARTMENT agree that the AGENCY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

## 8. AUDITS

- A) The administration of resources awarded by the Department to the AGENCY may be subject to audits and/or monitoring by the Department, as described in this section.

### B) MONITORING

- i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the AGENCY regarding such audit. The AGENCY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### C) AUDITS

#### i) PART I: FEDERALLY FUNDED

(1) 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:

(2) In the event that the recipient expends \$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.

(3) 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.

(4) If the recipient expends less than \$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 \$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).

(5) 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.

ii) PART II: STATE FUNDED

(1) 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:

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

(3) 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.

- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year 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 \$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).
- (5) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number (**CSFA 55.026**), award number and year, and name of the state agency awarding it.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) 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.
- (2) 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.

iv) 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:

**Florida Department of Transportation  
Planning Department, MS 2014  
Attn: Kim Evans  
1109 South Marion Avenue  
Lake City, Florida 32025**

- (2) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

- (3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- (4) 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 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

- (5) 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  
Planning Department, MS 2014  
Attn: Kim Evans  
1109 South Marion Avenue  
Lake City, Florida 32025**

- (6) 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  
Planning Department, MS 2014  
Attn: Kim Evans  
1109 South Marion Avenue  
Lake City, Florida 32025**

- (7) 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**

- (8) 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  
Planning Department, MS 2014  
Attn: Kim Evans  
1109 South Marion Avenue  
Lake City, Florida 32025**

- (9) 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.
- (10) 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.

v) 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.

**9. TERMINATION AND DEFAULT**

- A) This Agreement may be canceled by either the AGENCY or the DEPARTMENT upon sixty (60) days written notice.
- B) If the DEPARTMENT determines that the performance of the AGENCY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the AGENCY of the deficiency with a requirement that the

deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

- C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the AGENCY, the DEPARTMENT shall notify the AGENCY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the AGENCY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the AGENCY.
- E) The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:
  - No invoice activity for 6 months, or
  - No contract activity for 18 months.

## 10. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY.
- C) In no event shall the making by the DEPARTMENT of any payment to the AGENCY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the AGENCY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- G) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the AGENCY and the DEPARTMENT.

- H) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- I) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Clay County, Florida.
- J) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 9, TERMINATION AND DEFAULT.
- K) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- L) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf, by the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS or its designee, as authorized by **Resolution Number** \_\_\_\_\_, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

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**ST. JOHNS COUNTY**

ATTEST

(Seal)	
Date	Print Name <span style="float: right;">Date</span>

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

	By:
EXECUTIVE SECRETARY (Seal)	DISTRICT SECRETARY OR DESIGNEE DISTRICT TWO
Print Name <span style="float: right;">Date</span>	Print Name <span style="float: right;">Date</span>
	Fla. Dept. of Trans. Legal Review:
	By:
	Date
	Availability of Funds Approval:
	Date

**ATTACHMENT "1"**

**GUIDANCE FOR LOCAL GOVERNMENT MATCH  
RIGHT OF WAY CONTRIBUTIONS FOR GROWTH MANAGEMENT (TRIP)  
PROJECTS**

**(Note to FDOT Project Manager: The .pdf version of these guidelines can be downloaded at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf>)**

**Exhibit "B"**

**RESOLUTION NO. 2008-\_\_\_\_\_**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ST. JOHNS COUNTY PERTAINING TO THE PROJECT DEVELOPMENT AND ENVIRONMENTAL SERVICES FOR COUNTY ROAD 210 AND INTERSTATE 95 INTERCHANGE MODIFICATION REPORT; PROVIDING DIRECTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (the "DEPARTMENT"), and St. Johns County (the "COUNTY") **desire to enter** into the "Transportation Regional Incentive Program Agreement" dated \_\_\_\_\_, Designated by the COUNTY as Agreement/Contract No. \_\_\_\_\_ (the "TRIP Agreement"); and

**WHEREAS**, the TRIP Agreement bears the DEPARTMENT Financial Project I.D. numbers 213516-6-28-01, and pertains to a project located in St. Johns County, Florida, known as Project Development and Environmental Services (Transportation Engineering Services) on I-95 at CR 210, (the "PROJECT"); and

**WHEREAS**, the TRIP Agreement is attached and incorporated to this Resolution; and

**WHEREAS**, the COUNTY has reviewed the terms, provisions, and requirements of the TRIP Agreement, and has determined that accepting the terms of the TRIP Agreement, will service the interests of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

**Section 2.** The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached TRIP Agreement (bearing the Financial Project Numbers 213516-6-28-01 between the State of Florida Department of Transportation and State Johns County, Florida, concerning Project Development and Environmental Services design, construction, and construction engineering on I-95 at County Road 210, and authorizing the County Administrator, or designee, to execute the TRIP Agreement, on behalf of the County.

**Section 3.** The Board of County Commissioners authorizes the County Administrator, or designee, to execute any other paperwork associated with, or necessary to accomplish, the overall goal set forth in the TRIP Agreement.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this \_\_\_\_\_ day of December, 2008.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

**ATTEST:**

**BY:**

\_\_\_\_\_  
**Deputy Clerk**

\_\_\_\_\_  
**Cyndi Stevenson, Chair**

**Exhibit "A"**  
**Project Description**

This exhibit forms an integral part of that certain Transportation Regional Incentive Program Agreement between the State of Florida, Department of Transportation and St. Johns County, Florida dated

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**PROJECT LOCATION:**

I-95 at CR 210

**PROJECT DESCRIPTION:**

All Transportation Engineering activities associated with the Interchange Modification Report for the I-95 @ CR 210 project.

The Agency will work closely with the Departments Environmental Staff. The Departments contacts will be Mr. Pete Southall, District Environmental Administrator he can be reached at 386-961-7462 and Mr. Dennis Lord, District Public Involvement Coordinator he can be reached at 386-961-7520.

**Exhibit "1"**  
**Florida Single Audit Information**

**CSFA State Fiscal Year 2007-2008**

**CSFA Number:** 55.026

**State Project Title:** Transportation Regional Incentive Program

**Agency:** Department of Transportation

**Program:** 55150000 - Transportation Systems Operations and 55100000 - Transportation System Development

**Budget Entity:** 55150200 - Highway Operations and 55100100 - Transportation System Development

**Specific Appropriation:** GAA 1992, 2000, 2025 and 2026

**Appropriation Category:** 088717, 088718 and 088777, 088849

**Related CFDA Code:** N/A

**Authorization:** 339.2819 Florida Statutes  
Florida Law Chapter 2005-290 (SB 360)

**Objectives:** There is created within the Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to s. 339.155(5).

**Types Of Assistance:** Cooperative Agreements

**Applicant Type:** Local Government

**Restrictions:** The percentage of matching funds provided from the Transportation Regional Incentive Program shall be 50 percent of project costs, or up to 50 percent of the nonfederal share of the eligible project cost for a public transportation facility project. The projects must come from a regional plan developed in a regional transportation area that was formed pursuant to an interlocal agreement.

**Procedures:** The regional entity submits a priority list of projects to be funded through TRIP to the FDOT district.

**Award Procedures:** FDOT Districts evaluate the list of priority projects based on the statutory criteria listed in 339.2819 F.S. and select projects as funding allows.

**Deadlines:** Lists of priority projects will be submitted to the FDOT district each October 1 at the same time the metropolitan planning organizations submit their list of priority projects.

**Other:** N/A

**Information Contact:** Brian Pessaro  
Metropolitan Planning Coordinator  
Office of Policy Planning  
Florida Dept. of Transportation  
609 Suwannee Street, M.S. 28  
Tallahassee, FL 32399  
Phone: (850) 414-4816 SUNCOM: 994-4816  
Brian.Pessaro@dot.state.fl.us

**INVOICE NUMBER \_\_\_\_\_**  
Department of Transportation, District Two

Financial Project ID: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Project Description: \_\_\_\_\_

ATTN: Katrina Sadler Planning Programs Administrator

In accordance with the Joint Participation Agreement/Local Agency Program Agreement and any Supplemental Agreements dated \_\_\_\_\_ between the Florida Department of Transportation and \_\_\_\_\_

(JPA/LAP Execution date)

(Local Agency Name)

(Local Agency Address)

The Agency incurred the indebtedness listed below between \_\_\_\_\_ and \_\_\_\_\_

(Service Beg. Date)

(Service End Date)

This invoice is for costs incurred on an Executed Joint Participation Agreement or Local Agency Program Agreement.

(Documentation of indebtedness or costs attached)

TOTAL AMOUNT OF REIMBURSEMENT AGREEMENT: \$ \_\_\_\_\_

TOTAL PREVIOUSLY BILLED: \$ \_\_\_\_\_

BALANCE on JPA/LAP AGREEMENT: \$ \_\_\_\_\_

**TOTAL for CURRENT BILLING:** \$ \_\_\_\_\_

NEW BALANCE after this Billing \$ \_\_\_\_\_

I certify that all expenditures reported and payments requested are for appropriate purpose and in accordance with the Reimbursement Agreement.

BY: \_\_\_\_\_

Local Agency Representative

I certify that the aforesaid listing is true and correct.  
APPROVED

I certify that the aforesaid listing is true and correct.  
APPROVED

\_\_\_\_\_  
Planning Programs Administrator

By /s/ \_\_\_\_\_  
Rural Transportation Area Development Engineer  
Jordan L. Green, P.E.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Return to: Kim Evans, JPA/LAP Coordinator  
Planning and Environmental Management Office - MS 2014  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

Please submit one (1) original invoice with backup documentation & two (2) copies of invoice and backup documentation for processing.