

Financial Management No.: 430292 1 38/48 01	Catalog of State Financial Assistance (CSFA) No.: 55-029	Fund: EM11 Activity: 215
Agency: Pasco County	CSFA Title – Transportation Infrastructure Program	FLAIR Approp: 088717
Contract No.:	Contract Amount: \$461,114.00	FLAIR Obj.: 563007
		Org. Code: 55074010706
		Vendor No.: F 596 000 793 042

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PASCO COUNTY

This Agreement, made and entered into this _____ day of _____, 2011, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and PASCO COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

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

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated the day of _____, 2011, a copy of which is attached hereto as Exhibit “E” and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the LOCAL GOVERNMENT has been selected to receive funding, through the Transportation Infrastructure Program (hereinafter referred to as the Program), pursuant to the Florida General Appropriations Act for Fiscal Year 2010-11, to undertake the “Project”, said Project being known as FPN 430293 1 38/48 01, hereinafter referred to as the “Project”; and as further described in Section 2; and

WHEREAS, the Project is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by December 31, 2015 in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. SCOPE OF SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to study, design, acquire right-of-way, construct and perform construction engineering inspection of the Project. At this time, funding is available for the study, design and partial right-of-way acquisition of the Project, however, any cost savings from the Project known as FPN 430446 1 38/48/58 01, Interlaken Road from Community Drive to Gunn Highway (CR 587) and from the Project known as FPN 430293 1 38/58 01, Little Road at Jaguar Trail, will be utilized for the remainder of the right-of-way acquisition and construction of the "Project". The Project consists of study, design, permitting, right-of-way acquisition and construction of turn lanes, traffic signal updates and traffic operational improvements on Lemon Road at Orchid Lake Road, otherwise the LOCAL GOVERNMENT shall perform all other necessary and incidental work to complete the Project, as

specified in Exhibit "A", Scope of Services attached hereto and made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the DEPARTMENT'S standards and specifications.

C. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

D. The LOCAL GOVERNMENT is responsible for providing design plans for the Project suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to the DEPARTMENT'S Design Project Manager, at the address listed on Page 19. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. All changes requested by the DEPARTMENT shall be made by the LOCAL GOVERNMENT and final, corrected plans shall be provided to the DEPARTMENT, upon request, in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Special Project/Local Agency Program Administrator or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

E. The LOCAL GOVERNMENT shall hire a DEPARTMENT prequalified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

F. The LOCAL GOVERNMENT shall hire a DEPARTMENT prequalified construction engineering and inspection firm ("CEI") to perform the Verification Testing work for the Project, which CEI work shall be deemed to be part of the Project.

G. The LOCAL GOVERNMENT shall require its contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

H. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be eligible for reimbursement under this Agreement.

I. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

J. The LOCAL GOVERNMENT is required under this Program to submit a report describing in detail the infrastructure issues addressed through this Program. The report is due by the end of the DEPARTMENT'S fiscal year (June 30th) or upon completion of the Project. The report shall be submitted to the following addresses:

Florida Department of Transportation
Huiwei Shen, Administrator
Intergovernmental Programs
605 Suwannee Street, M.S. 28
Tallahassee, Florida 32399-0450

with a copy of the report to:

Florida Department of Transportation
Lawrence Taylor, Special Projects/LAP
Administrator
11201 N. McKinley Drive
Tampa, Florida 33612-6456

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

L. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the maintenance of the facilities constructed under this Agreement.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: Based upon the funds available in the Transportation Infrastructure Program, the total allocation of funds for the Project is \$461,114.00 (Four Hundred Sixty-One Thousand, One Hundred Fourteen Dollars and No/100). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed \$461,114.00 (Four Hundred Sixty-One Thousand, One Hundred Fourteen Dollars and No/100) for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

i) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services and construction plans, when approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager or designee prior to reimbursements.

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT.

iii) The LOCAL GOVERNMENT may receive progress payments for deliverables for design services based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The LOCAL GOVERNMENT may receive progress payments for deliverables for construction services based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

iv) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

C. The DEPARTMENT shall have the right to retain out of any payment due the LOCAL GOVERNMENT under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

D. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has sixty (60) working days to inspect and approve the goods and services. The DEPARTMENT has sixty (60) days to deliver a request for payment (voucher) to the Department of Financial Services. The sixty (60) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within sixty (60) days, a separate interest penalty at a rate as established pursuant to Section

55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

E. Records of costs incurred under terms of this Agreement shall be maintained by the LOCAL GOVERNMENT and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

F. In the event this Agreement is in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6) (a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1)

year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

G. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

4. MONITORING AND AUDITS. The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

A. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, 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 LOCAL GOVERNMENT 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 is appropriate, the LOCAL GOVERNMENT agrees to comply with any additional instructions provided by the DEPARTMENT staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT’S Office of Inspector General (OIG) and Florida’s Chief Financial Officer (CFO) or Auditor General.

B. AUDITS

PART I: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the LOCAL GOVERNMENT expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the LOCAL GOVERNMENT must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, Exhibit "G" 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT'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 II: OTHER AUDIT REQUIREMENTS

1. The LOCAL GOVERNMENT 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 DEPARTMENT, the Department of Financial

Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART III: 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 LOCAL GOVERNMENT directly to the following:

a. The DEPARTMENT at:

Florida Department of Transportation
Attn: Lawrence Taylor
Special Projects/LAP Administrator
11201 N. McKinley Drive, MS 7-500
Tampa, Florida 33612

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 LOCAL GOVERNMENT shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the LOCAL GOVERNMENT'S audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Attn: Lawrence Taylor
Special Projects/LAP Administrator
11201 N. McKinley Drive, MS 7-500
Tampa, Florida 33612

3. In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the LOCAL GOVERNMENT shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Lawrence Taylor
Special Projects/LAP Administrator
11201 N. McKinley Drive, MS 7-500
Tampa, Florida 33612

4. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the LOCAL GOVERNMENT directly to each of the following:

a. The DEPARTMENT at:

Florida Department of Transportation
Attn: Lawrence Taylor
Special Projects/LAP Administrator
11201 N. McKinley Drive, MS 7-500
Tampa, Florida 33612

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

5. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the LOCAL GOVERNMENT directly to:

The DEPARTMENT at:

Florida Department of Transportation
Attn: Lawrence Taylor
Special Projects/LAP Administrator
11201 N. McKinley Drive, MS 7-500
Tampa, Florida 33612

6. Any reports, management letters, 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.

7. The LOCAL GOVERNMENT, 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 LOCAL GOVERNMENT in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The LOCAL GOVERNMENT shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such

records upon request. The LOCAL GOVERNMENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

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

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

E. 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.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the LOCAL GOVERNMENT upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT 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 specified 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 LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT.

7. 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 LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, notwithstanding the foregoing, this Agreement shall be amended as contemplated in paragraph 2.D.

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

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue for any legal actions based in whole or part on this Agreement shall be in Pasco County. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. 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, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- i) All persons employed by the LOCAL GOVERNMENT during the term of the contract to perform employment duties within Florida; and
- ii) All persons, contractors, including subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the Department.

I. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor

list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

DEPARTMENT

Florida Department of Transportation
Attn: Lawrence Taylor
Special Projects/LAP Administrator
11201 N. McKinley Drive, MS 7-500
Tampa, Florida 33612

LOCAL GOVERNMENT

Mr. Bipin Parikh
Assistant County Administrator
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, Florida 34654

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2011, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2011.

PASCO COUNTY
By: BOARD OF COUNTY COMMISSIONERS

By: _____

Name: Ann Hildebrand

Title: Chairman

As approved by the Board on:

Attest:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Brian M. McKishnie, P.E.

Title: Interim Director of Transportation
Development

Attest:

Executive Secretary

Legal Review:

FDOT

Financial Provisions Approval by
the Office of the Comptroller on:

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

EXHIBIT “A”

SCOPE OF SERVICES

Financial Management Number: 430293 1 38/48 01

Project Name/Description: The intent of the Project is to construct a new traffic signal at Lemon Road and Orchid Lake Road, construct westbound and eastbound right turn lanes (350 ft.), and left turn lanes (350 ft.) in all directions in order to eliminate deficiency issues and address safety concerns for three schools located along this corridor.

The COUNTY will submit progress reports quarterly with the submission of an invoice attesting to the type of work completed. Invoices shall outline deliverables that are quantifiable and measurable.

EXHIBIT “B”

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 430293 1 38/48 01

By and through this Joint Participation Agreement with the LOCAL GOVERNMENT, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT up to, but not to exceed \$461,114.00 (Four Hundred Sixty-One Thousand, One Hundred Fourteen Dollars and No/100) for actual costs incurred on this Project, excluding LOCAL GOVERNMENT overhead.

EXHIBIT “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE Financial Management Number: 430293 1 38/48 01

- **Route Study/Pond Siting Analysis Report and Final Design to be submitted by December 31, 2012.**
- **Right-of-Way Acquisition Phase by January 31, 2014.**
- **Pending Funding Availability:**
 - **Bidding and Construction Contracts to begin by February 15, 2014**
 - **Actual Construction to run from June 1, 2014, and be completed by March 31, 2015.**

EXHIBIT “D”
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and PASCO COUNTY

PROJECT DESCRIPTION: Study, design, right-of-way acquisition and construction of turn lanes, traffic signal replacement and traffic operational improvements on Lemon Road at Orchid Lake Road.

FINANCIAL MANAGEMENT ID# 430293 1 38/48 01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

EXHIBIT "E"

RESOLUTION

Financial Management Number: 430293 1 38/48 01

EXHIBIT “F”

STATE RESOURCES AWARDED TO THE LOCAL GOVERNMENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: Transportation Infrastructure Program

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55.029

Amount: \$461,114.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Authority: The General Appropriations Act for Fiscal Year 2010-11 from funds in Specific Appropriation 2112.

Objective: County and School District Infrastructure Program is to provide assistance to counties and school districts for transportation infrastructure improvements.

Eligibility: Counties that have at least a 2.65 percent average enrollment growth for the five year period ending with the 2008-2009 school year are eligible to participate in this program.