

**TRAFFIC MANAGEMENT SYSTEM  
INTERLOCAL AGREEMENT**

**THIS TRAFFIC MANAGEMENT SYSTEM INTERLOCAL AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, A.D., 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the City of Gainesville, a Florida municipal corporation, hereinafter referred to as the “City”;

**WITNESSETH:**

**WHEREAS**, Chapter 163, Florida Statutes, authorizes public agencies, including counties and cities, to enter into agreements to provide services and to exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and,

**WHEREAS**, the Florida Department of Transportation is making available \$9,099,218.00 through Transportation Regional Incentive Program (TRIP) funding for the implementation of a community-wide Traffic Management System in Alachua County, Florida ; and,

**WHEREAS**, this funding requires matching funds in the total amount of \$9,099,218.00 from local agencies; and,

**WHEREAS**, the County is willing to contribute \$2,528,425.60 towards the local agency share; and,

**WHEREAS**, the County recognizes its responsibility to fund its fair share of the on-going operational costs of the Traffic Management System which will be handled through the Annual City/County Traffic Engineering Services Agreement; and,

**WHEREAS**, the City has been designated the lead agency for the implementation of this project;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein to be performed by the respective parties hereto and other good and sufficient consideration, the parties mutually agree and covenant as follows:

**Section 1. Recitals Incorporated.** The above recitals are true and correct and are incorporated herein.

**Section 2. Term.** This Agreement shall be effective upon signature by the parties and recording of this Agreement in the official records of Alachua County and shall remain in effect through October 31, 2011, unless terminated at an earlier time as specified herein.

**Section 3. Services Provided By City.** The City agrees to perform the following services pursuant to this Agreement:

- a. The project consists of the implementation of a community-wide Traffic Management System in Alachua County, Florida, which includes the upgrading of existing traffic signal equipment, the installation of communications equipment, traffic cameras, software and the construction and equipping of a traffic management center (Attachment B) The corridors and signals to be included in the Traffic Management System are shown in Attachment A.
- b. The City agrees to undertake the design, construction, construction engineering inspection and maintenance of the project in accordance with all applicable federal, state and local statutes, rules and regulations, and standards.
- c. The City shall be responsible for obtaining clearances/permits required for the construction of the project from the appropriate permitting authorities.
- d. Upon completion of the project, the City shall certify to the County in writing that the project has been completed in accordance with the applicable standards, statutes, rules and regulations.
- e. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the City and of the details thereof. Coordination shall be maintained by the City with representatives of the County. The City shall provide the County with quarterly progress reports.
- f. The City will notify the County of any modifications or changes as to funding, scope of services or time to complete that may affect this Project.
- g. All equipment installed at County owned signals shall immediately become the property of the County.

**Section 4. Compensation.** For all services actually, timely and faithfully performed, the City will be paid the sum of two million, five hundred twenty-eight thousand, four hundred twenty-five dollars and sixty cents (\$2,528,425.60).

The County will not be obligated to pay to the City any funds until the City has provided documentation acceptable to the County that the funding from FDOT and matching funding from other agencies has been approved and is available for this Project. This documentation may be in the form of executed contracts with the participating agencies.

**Section 5. Invoice and Payment.** For all services rendered in performance of the requirements of this Agreement, the City shall furnish the County, on a quarterly basis, a detailed invoice listing all equipment, parts or services for which the County is being billed. All invoices referenced herein shall be mailed or delivered to:

Alachua County Public Works  
P. O. Box 1188  
Gainesville, Florida 32602-1188

Payment of invoices referenced herein shall be made in accordance with Chapter 218, Part VII, Florida Statutes (“Local Government Prompt Pay Act”) and shall be submitted to:

City of Gainesville  
Finance Department, MS 47  
Post Office Box 490  
Gainesville, Florida 32602

**Section 6. Termination.** This Agreement may be terminated with or without cause at the will of either the County or the City upon one hundred eighty (180) days written notice to the other party. At the end of the one hundred and eighty days, the City will immediately discontinue billing for all services for which payment from the County would otherwise be due. The County will pay the City for any work, equipment, services or products completed up to the end of the one hundred and eight day time period.

**Section 7. Representatives.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County’s representative and City’s representative are:

County: County Engineer  
Post Office Box 1188  
Gainesville, Florida 32602-1188

City: Philip Mann  
Traffic Operations Manager  
Post Office Box 490 - MS 58  
Gainesville, Florida 32602

or their designees. A copy of any notice hereunder shall also be sent to:

J. K. “Buddy” Irby  
Clerk of the Circuit Court  
Post Office Box 939  
Gainesville, Florida 32602

and

Office of Management and Budget  
105 SE 1st Avenue, Suite 6

**Section 8. Sovereign Immunity.** Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

**Section 9. Amendment.** Any change or modification to this Agreement shall be in writing and executed by both parties.

**Section 10. Filing of Agreement.** The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01 (11), Florida Statutes.

**Section 11. Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

**Section 12. Severability and Non-waiver.** If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision, and shall not be construed as a modification of the terms of this Agreement.

**Section 13. Successors and Assigns.** Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. This Agreement shall be binding on each party hereto, its successors, assigns and legal representatives.

**Section 14. Liability.** Each party shall be solely responsible for the negligent wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

**Section 15. No Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**Section 16. Project Records.** All records relating in any manner whatsoever to the project, which are in the possession of Agency, shall be made available to the County for inspection and copying upon written request of the County, and shall be kept for a period of five (5) years (or 15 (fifteen) years if a capital project as defined by Florida Statutes). after the completion of all work to be performed or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by the County, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

**Section 17. Limitation.** The obligation of each party as to payment and performance required by this Agreement shall be limited by an obligation each year to budget and appropriate from legally available fund the funds necessary to perform this Agreement. If such funds are not budgeted and appropriated, either party may terminate the Agreement upon written notice to the other party.

**Section 18. Resolution of Disputes.** If the parties are unable to resolve any issue in which they may be in disagreement or in the event of default, such dispute will be resolved in accordance with Chapter 164, Florida Statutes, entitled the “Florida Governmental Conflict Resolution Act.”

**IN WITNESS WHEREOF**, the parties have caused this Traffic Management System Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Rodney J. Long, Chairman  
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J. K. “Buddy” Irby, Clerk  
(Seal)

\_\_\_\_\_  
Alachua County Attorney

CITY OF GAINESVILLE

By: \_\_\_\_\_  
Russ Blackburn, City Manager

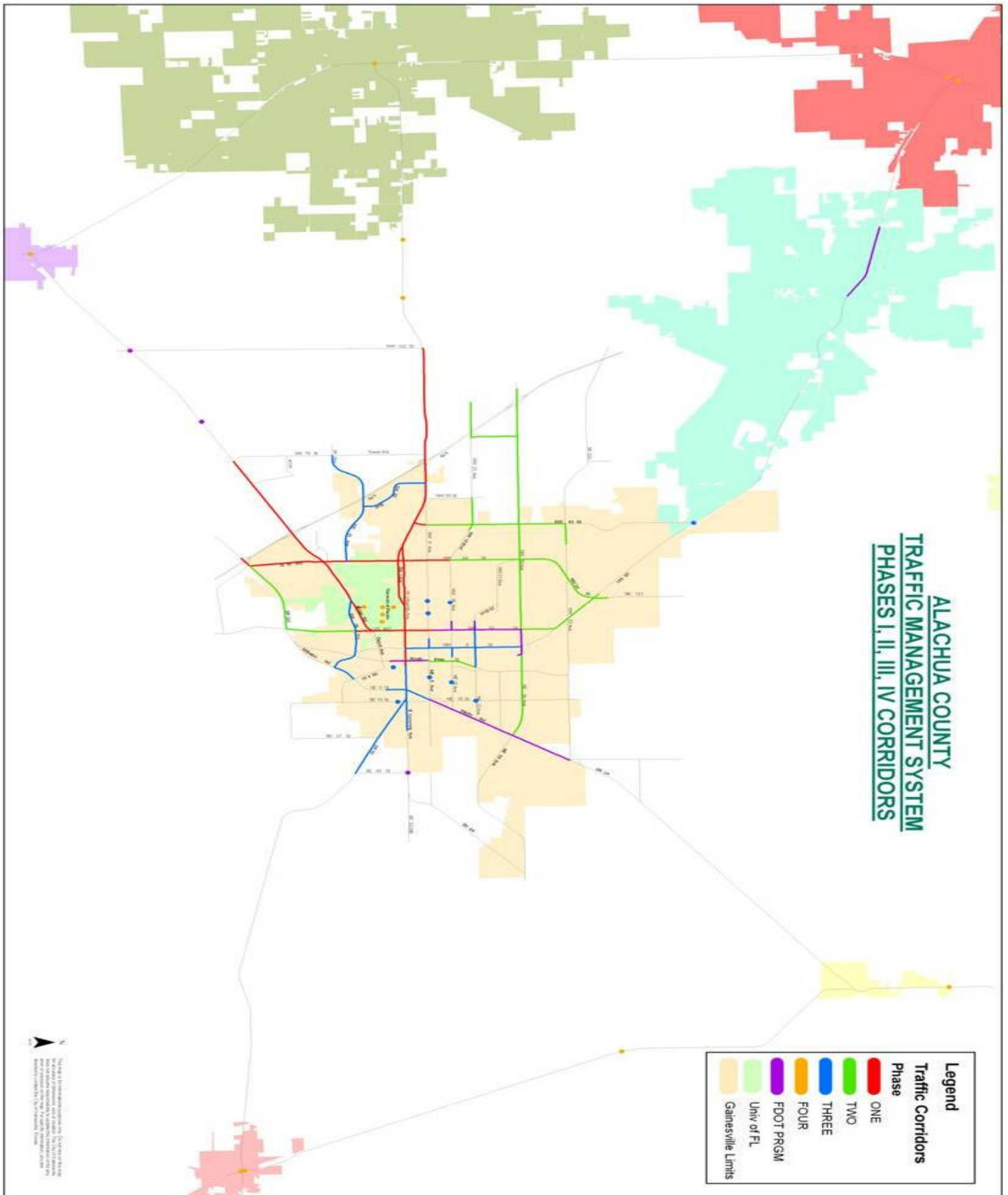
WITNESS:

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
City Attorney

ATTACHMENT A



**ATTACHMENT A – continued**

**Signals**

1. Newberry Road & 75th Street (Tower Road)	
2. Newberry Road & 76th Boulevard (Newberry Square)	
3. Newberry Road & 98th Street	
4. Newberry Road & Fort Clarke Boulevard	
5. Archer Road & I-75 West Ramp	
6. Archer Road & 75th Street	
7. Williston Road & SW 13th Street	
8. SW 24 <sup>th</sup> Avenue & 43 <sup>rd</sup> Street	
9. SR 26 & US 301 (Orange Heights)	
10. NW 39th Avenue & 83rd Street	
11. NW 39th Avenue & 98th Street	
12. NW 39 <sup>th</sup> Avenue & 143 <sup>rd</sup> Street	
13. NW 23rd Avenue & 83rd Street	
14. SW 75th Street & 24th Avenue	
15. Hawthorne Road & 43rd Street	
16. SR 26 & CR 241 (Jonesville)	
17. NW 39th Avenue & I-75 East Ramp	
18. NW 39th Avenue & I-75 West Ramp	
19. NW 39th Avenue & 51st Street	
20. SW 75th Street & 46th Boulevard	
21. SW 75th Street & Tower Center	
22. Williston Road & I-75 West Ramp	
23. SW 20th Avenue & 43rd Street	
24. Newberry Road & 122nd Street	
25. Newberry Road & 91st Street	
26. NW 39th Avenue & 91st Street	
27. NW 23rd Avenue & Fort Clarke Boulevard	
28. SW 75th Street & SW 8th Avenue	
29. NW 27th Avenue & 51st Street	
30. NW 23rd Avenue & NW 98th Street	
31. West University Avenue & West 75th Street	
32. NW 83 <sup>rd</sup> Street & South Road	
33. Newberry Rd & 170 <sup>th</sup> Street	
34. NW 39 <sup>th</sup> Ave & 92 <sup>nd</sup> Court	
35. SW Archer Rd & 43 <sup>rd</sup> Street	
36. SW Archer Rd & 63 <sup>rd</sup> Boulevard	
37. SW Archer Rd & 91 <sup>st</sup> Street	
38. SW Archer Rd & 122 <sup>nd</sup> Street	
39. NW 83 <sup>rd</sup> Street & North Rd	
40. Williston Rd & SW 62 <sup>nd</sup> Avenue	

ATTACHMENT B



*Florida Department of Transportation*

CHARLIE CRIST  
GOVERNOR

1109 South Marion Avenue • MS 2014  
Lake City, FL 32025-5874

STEPHANIE C. KOPELOUSOS  
SECRETARY

November 26, 2007

Ms. Teresa Scott, Director  
City of Gainesville, Public Works  
Post Office Box 490-58  
Gainesville, Florida 32602

**Subject: Transportation Regional Incentive Program Agreement  
Alachua Countywide Traffic Management System  
Financial Project ID: 423306-1-58-01 & 423306-3-58-01**

Dear Ms. Scott:

Enclosed for your files is a fully executed copy of the **Transportation Regional Incentive Program Agreement** to facilitate the construction of the Alachua Countywide Traffic Management System in Gainesville, Florida. This letter serves as your **Notice to Proceed**. The begin date is November 26, 2007 with an end date of October 31, 2011. Any charges incurred prior to November 26, 2007 are not eligible for reimbursement.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

A handwritten signature in cursive script that reads "Katrina Sadler".

Katrina Sadler  
Planning Programs Administrator

KS:ke

Enclosures

CC: Mr. James Bennett, P.E., Urban Area Transportation Development Engineer  
Ms. Leena Patil, Work Program Administrator  
Ms. Linda Reeves, District Construction  
Ms. Linda Green, District Financial Services Administrator  
Ms. Karen Tauibee, Jacksonville Urban Planning

[www.dot.state.fl.us](http://www.dot.state.fl.us)



ATTACHMENT B

FINANCIAL PROJECT NO.: 423306-1-58-01 & 423306-3-58-01  
CITY OF GAINESVILLE

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 CITY OF GAINESVILLE, 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: 423306-1-58-01 & 423306-3-58-01** hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and

The AGENCY by Resolution No. 09662 dated the 19<sup>th</sup> day of November, 2007, a copy of which is attached hereto and made a part hereof, has authorized the City Manager or designee to enter into this Agreement.

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 the **implementation of a community-wide Traffic Management System** in Alachua County, Florida.

B) The AGENCY agrees to undertake the **Design, Construction, Construction Engineering Inspection and Maintenance** of the 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

## ATTACHMENT B

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. Kent Guinn, Chair  
Alachua/Marion County Regional Transportation  
2009 NW 67<sup>th</sup> Place, Suite A  
Gainesville, Florida 32653-1603**

### 2. TERM

- A) The AGENCY shall perform the PROJECT activities in accordance with the following schedule:
  - **Construction to be completed on or before October 31, 2011.**
- 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 **423306-1-58-01 & 423306-3-58-01**. 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 Eighteen million One hundred ninety eight thousand four hundred thirty six dollars and no/100 (**\$18,198,436.00**).

The estimated AGENCY share for one-half (1/2) the PROJECT is Nine million ninety nine thousand two hundred eighteen dollars and no/100 (**\$9,099,218.00**).

ATTACHMENT B

The estimated DEPARTMENT share for one-half (1/2) the PROJECT is Nine million ninety nine thousand two hundred eighteen dollars and no/100 (\$9,099,218.00), programmed as follows: **\$7,099,218.00-On System for FY 07/08 and \$2,000,000.00 - Off-System for FY 07/08** 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,

## ATTACHMENT B

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 for the PROJECT limits.
- B) If the PROJECT being funded in this Agreement is a Project Development and Environmental (PD&E) Study, the AGENCY agrees to use the DEPARTMENT'S adopted level of service throughout the study.
- C) Upon execution of this agreement the AGENCY is adopting the DEPARTMENT'S level of service and agrees to amend the AGENCY'S Comprehensive Plan at the next cycle.

#### 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 seq., 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.

## ATTACHMENT B

- 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

#### A) 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.

#### B) 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.

## ATTACHMENT B

### 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

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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) (I), 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.

ATTACHMENT B

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



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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

## ATTACHMENT B

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:

## ATTACHMENT B

- 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.
- D) 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.
- E) 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.
- F) 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.
- 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 and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 9, TERMINATION AND DEFAULT.
- H) 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,

ATTACHMENT B

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.

- I) 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.

ATTACHMENT B

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf, by the CITY OF GAINESVILLE or its designee, as authorized by Resolution Number 070662 and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

CITY OF GAINESVILLE

WITNESS

Debra S. Hirneise      Russ MacKinnon

Debra S. Hirneise 11/20/07      Russ MacKinnon, City Manager 11-20-07  
Date      Print Name      Date

APPROVED AS TO FORM AND LEGALITY:

Natalie McKeilly's

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

Lisa Lambert  
EXECUTIVE SECRETARY



Charles W. Baldwin  
DISTRICT SECRETARY OR DESIGNEE  
DISTRICT TWO

Lisa Lambert 11-26-07  
Print Name      Date

Charles W. Baldwin 11-26-07  
Print Name      Date

Fla. Dept. of Trans. Legal Review:

By: [Signature]      Date

Availability of Funds Approval:

\_\_\_\_\_  
Date

ATTACHMENT B



**CITY OF GAINESVILLE**

*Clerk of the Commission*

STATE OF FLORIDA

COUNTY OF ALACHUA

I, Kurt M. Lannon, the duly appointed and qualified Clerk of the Commission of the City of Gainesville, Florida, a municipal corporation, do hereby certify that the foregoing is a true and correct copy of Resolution No. 070662 which was duly and regularly adopted by the City Commission of the City of Gainesville, Florida, at a City Commission meeting on November 19, 2007.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Gainesville, Florida this 20th day of November, A.D., 2007.

  
\_\_\_\_\_  
KURT M. LANNON  
Clerk of the Commission

Station 18 • P.O. Box 490 • Gainesville, FL 32602-0490  
(352) 334-5015 • FAX (352) 334-2036

ATTACHMENT B

#070662

Resolution No. 070662

Passed: November 19, 2007

**A Resolution authorizing the City Manager to execute a Joint Participation Agreement between the City of Gainesville and the Florida Department of Transportation (FDOT) to receive Traffic Management System Construction and Implementation Funds from the Transportation Regional Incentive Program (TRIP):**

WHEREAS, the City of Gainesville operates and maintains the traffic signal system serving the Gainesville urbanized area as well as all traffic signals in Alachua County via inter-local agreements; and

WHEREAS, the Florida Department of Transportation makes available TRIP Funding for regional transportation projects; and

WHEREAS, the City of Gainesville was designated as the lead agency for the construction and implementation of this project.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA:

1. The City Manager is authorized to execute a Joint Participation Agreement for Transportation Regional Incentive Program (TRIP) Funds on behalf of the City of Gainesville, Florida, with the Florida Department of Transportation, for Gainesville's allocation of \$ 9,099,218.00 for FY 2007 - 2010.
2. The City Manager is authorized to provide the local share in the amount of \$9,099,218.00 to match the TRIP Funds, as allocated within the City of Gainesville's approved operating budget.
3. This Resolution shall become effective immediately upon adoption.


Dated the 19<sup>th</sup> day of November A D, 2007.

  
Pegeen Hamrahan  
Mayor

ATTEST:

  
Kurt M. Lannon  
Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:

  
Marion J. Lannon  
City Attorney

11/20/07

ATTACHMENT B

February 1, 2007

DRAFT

Mr. Charles Baldwin, District 2 Secretary  
Florida Department of Transportation (FDOT)  
1109 South Marion Avenue  
Lake City, FL 32025-5847

**RE: Transportation Regional Incentive Program (TRIP) Application**

Dear Secretary Baldwin:

This letter is concerning the number one ranked project in FDOT District 2 in the attached Alachua/Marion County Regional Transportation Plan. The purpose of this letter is to serve as the TRIP grant application for this project- the Countywide Traffic Management System (TMS). This project is also the number one ranked project in the Metropolitan Transportation Planning Organization (MTPO)'s long range transportation plan.

**Consistency with the Florida Transportation Plan (FTP)**

The Florida Transportation Plan (FTP) defines the state's long-range transportation goals and objectives for the next 20 years based on the following principles:

- support economic vitality;
- increase safety and security;
- increase accessibility and mobility options;
- promote energy conservation and improve quality of life;
- preserve the existing system; and
- promote efficient system management and operation.

The FTP places high priority on maintenance and preservation of assets, including preservation of capacity to ensure that system components can function as intended. Preservation of capacity can be achieved through efficient operation and management and effective use of technology and information. It also emphasizes:

1. the enhancement of mobility options that include relief of "operational bottlenecks;" and
2. the safety and security of the system, including effective management during emergencies and minimization of incident response times.



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Mr. Charles Baldwin, District 2 Secretary  
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The Countywide Traffic Management System (TMS) project further supports the following FTP goals:

■ "Stronger economy through enhanced mobility"

Efficient mobility depends on efficient, affordable and reliable movement of people and goods. Implementation strategies include:

1. identification and investment on regionally significant facilities; and
2. optimal use of transportation facilities through strategies that address traffic operations, incident and emergency management among others, prior to expanding the facilities.

■ "Enriched quality of life"

Transportation decisions should be made with the goal of livable communities in mind. Implementation strategies include:

1. decisions that conserve and optimize non-renewable resources and include strategies to decrease air pollution; and
2. optimization of system efficiency through implementation of operational management, access and land use strategies that support use of each component of the system as part of the evolving statewide, regional or community visions.

**Consistency with the Strategic Intermodal System**

The Countywide Traffic Management System will facilitate intra- and inter-county vehicular traffic moving on all of Alachua County's Strategic Intermodal System facilities shown on Maps 5 and 6 of the attached Alachua/Marion County Regional Transportation Plan.

**Commitment of Local Matching Funds**

The following table shows the commitment of local matching funds for this project.

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Mr. Charles Baldwin, District 2 Secretary  
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<b>Gainesville / Alachua County Traffic Management System</b>			
<b>Funding Sources &amp; Commitments</b>			
Total Project Cost	\$18.2 million	50% Local Match is \$9.1 million	
<b>Funding Commitment To Date:</b>			
City of Gainesville	\$3.3 million	-	
Alachua County	\$2.0 million	-	
University of Florida	\$3.8 million	-	
Total Local Commitment:	\$9.1 million	-	
FDOT TRIP	\$9.1 million	For Full 50% Match	

**Implementing Agency**

The implementing agency for this project is the City of Gainesville because the City will have direct oversight of this project. It is our understanding that FDOT District 2 will execute a joint participation agreement with the City of Gainesville for this project.

If you have any questions, or would like additional information, please call Mr. Marlie Sanderson, AICP, MTPO Director of Transportation Planning, at (352) 955-2200 extension 103.

Sincerely,

(Name to be inserted later), Chair  
Alachua/Marion County Regional Transportation Plan Executive Committee

xc: Ms. Karen Taulbee  
Mr. James Bennett  
Mr. Thomas Hill  
Mr. Greg Slay (with enclosure)

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