

JOINT PARTICIPATION AGREEMENT

This Agreement made by and entered into on this ____ day of _____, 2022, between the State of Florida, Department of Transportation, whose address for purposes of this Agreement is 11201 North McKinley Drive, Tampa, Florida 33612-6456, ("DEPARTMENT"), and Pinellas County, whose address for purposes of this Agreement is 315 Court Street, Clearwater, FL 33756 ("the COUNTY"); and

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized to enter into Agreements with governmental entities in accordance with Section 334.044(7) and 339.12 (5), Florida Statutes; and

WHEREAS, the DEPARTMENT agrees to fund the purchase of new traffic control, detection, and communication equipment for SR 60/Gulf to Bay Blvd from Missouri Ave to Dr Kiran C Patel Blvd, which is in the DEPARTMENT's Five-Year Work Program as Financial Project Number (FPN) 449244-1-93-01 for Fiscal Year 2021/2022 ("PROJECT") in the amount of \$1,800,000.00 (One Million Eight Hundred Thousand Dollars).

WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to coordinate and cooperate in their efforts to facilitate development of the PROJECT providing for the PROJECT work and payment for such; and

NOW, THEREFORE, for and in consideration of the premises herein and other mutual benefits to accrue to each of the parties hereto, it is mutually agreed as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

- 1.1 The COUNTY will be responsible for procurement of new traffic control, detection, and communication equipment at 17 signalized locations on SR 60 / Gulf to Bay in Pinellas County, Florida; with additional CCTV cameras at 6 signalized intersections and enhanced pedestrian detection at 3 signalized intersections. Exhibit "C" attached hereto and by reference made a part of this Agreement, further delineates the locations and intersections to be included in this PROJECT.

- 1.2 The COUNTY shall not be reimbursed for work done prior to the Notice of Proceed from the DEPARTMENT.
- 1.3 The COUNTY shall ensure all materials used for installation of the PROJECT will be in compliance with the FDOT Approved Products List (APL).
- 1.4 The COUNTY shall keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures, and other items incidental to the cost of the PROJECT.
- 1.5 Upon final acceptance of the PROJECT, the COUNTY shall be responsible for maintenance of the new equipment through the existing Traffic Signal Maintenance and Compensation Agreement with the DEPARTMENT.
- 1.6 Should the PROJECT costs exceed this amount; the County will be responsible for any costs over and above the funding stated in this agreement.
- 1.7 E-VERIFY:
 1. The parties shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by them during the term of the contract; and
 2. The parties shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 1.8 Exhibit "A" attached hereto and by reference made a part of this Agreement, further delineates the COUNTY's and DEPARTMENT's responsibilities and project description.

SECTION 2 OBLIGATIONS OF THE DEPARTMENT

- 2.1 The DEPARTMENT shall provide funding for the purchase of equipment for the project in the amount of \$1,800,000.00 (One Million Eight Hundred Thousand Dollars) as provided in Exhibit "B."

SECTION 3 COMPENSATION AND PAYMENT

- 3.1 The DEPARTMENT agrees to reimburse the COUNTY for the purchase of equipment authorized under this Agreement.
- 3.2 The COUNTY shall furnish the services to procure the equipment for the project.
- 3.3 The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number 449244-1-93-01, and the quantifiable, measurable, verifiable units of deliverables are described more fully in Exhibit A-Project Description and Responsibilities.
- 3.4 Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre- audit and post audit, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 3.3 above and Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments.
- 3.5 Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 3.3 has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contract or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit D – Contract Payment Requirements.
- 3.6 There shall be no reimbursement for travel expenses under this Agreement.
- 3.7 Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** or the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the

DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

- 3.8 The Participant providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 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 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that must be returned to the COUNTY because of the COUNTY's 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 Participant who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- 3.9 The COUNTY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for 5 years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general

accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

- 3.10 The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- 3.11 This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.
- 3.12 The parties recognize and accept the funding restrictions set forth in Section 339.135 (6)(a), and Section 166.241(3), Florida Statutes, which may affect each of the parties' obligations. Those provisions are 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 and which have a term for a period of more than 1 year.

The governing body of each municipality shall adopt a budget each fiscal year. The budget must be adopted by ordinance unless otherwise specified in the respective municipality's charter. The amount available from taxation and other sources, including amounts carried over from prior fiscal years, must equal the total appropriations for expenditures and reserves. The budget must regulate expenditures of the municipality, and it is unlawful for any officer of a municipal government to expend or contract for expenditures in any fiscal year except in pursuance of budgeted appropriations.

The parties agree that in the event funds are not appropriated to the DEPARTMENT or the COUNTY for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect.

SECTION 4 INDEMNITY AND INSURANCE

- 4.1 When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- 4.2 The COUNTY agrees to include the following indemnification in all contracts with its contractors/subcontractors, consultants/sub consultants who perform work in connection with this Agreement:
- "Each contractor/consultant shall indemnify, defend, save and hold harmless the Department and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to, any intentional act and/or negligent act or occurrence or omission or commission of the contractor, its officers, agents or employees. Neither the contractor/subcontractor, consultant/sub consultant, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees."
- 4.3 The COUNTY shall require any and all contractors, subcontractors, consultants and subconsultants it may enter agreements within connection with the PROJECT to cause the DEPARTMENT to be made an additional insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants and subconsultants for their operations relating to the PROJECT.
- 4.4 WORKERS' COMPENSATION. The COUNTY shall cause any contractors, subcontractors, consultants and subconsultants it may enter agreements within connection with the PROJECT, to carry Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.
- 4.5 The COUNTY shall require its contractors, subcontractors, consultants and subconsultants to forward, within 5 (five) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in this section, and which affect or potentially affect such coverage available to the DEPARTMENT.

**SECTION 5
COMMENCEMENT AND TERMINATION OF AGREEMENT**

- 5.1 This Agreement shall take effect upon execution by the DEPARTMENT and shall be terminated upon the completion date set forth in this agreement.

**SECTION 6
MISCELLANEOUS PROVISIONS**

- 6.1 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both parties.
- 6.2 Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or mailed to:

TO DEPARTMENT:

Ms. Marcia Haines
FDOT
11201 N. McKinley Drive, M.S. 7-350
Tampa, Florida 33612-6456

TO COUNTY:

Mr. Thomas Washburn, P.E.
Pinellas County
22211 US 19 North, Building 1
Clearwater, FL 33765

- 6.3 If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of the Agreement would continue to conform to the intent of this Agreement.
- 6.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 6.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement.

**SECTION 7
ENTIRE AGREEMENT**

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or Agreement, whether written or verbal between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FL

ATTEST _____ (SEAL) BY: _____
CLERK CHARLIE JUSTICE
COMMISSION CHAIRMAN

Brendan Mackesey

ATTORNEY
PINELLAS COUNTY

DATE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST _____ (SEAL) BY: _____
EXECUTIVE SECRETARY RICHARD MOSS, P.E.
DIRECTOR OF TRANSPORTATION
DEVELOPMENT, DISTRICT SEVEN

DATE

FDOT Legal Review

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Pinellas County, dated _____, 2022.

PROJECT LOCATION: SR 60/GULF TO BAY BLVD FROM MISSOURI AVE TO DR KIRAN C PATEL BLVD

PROJECT DESCRIPTION: The purchase of new traffic control, detection, and communication equipment at 17 signalized locations on SR 60 / Gulf to Bay in Pinellas County, Florida; with additional CCTV cameras at 6 signalized intersections and enhanced pedestrian detection at 3 signalized intersections.

Deliverables: The County will be responsible for procurement of new traffic control, detection and communication equipment at 17 signalized locations on SR 60 / Gulf to Bay in Pinellas County, Florida. Additional CCTV cameras at 6 signalized intersections and enhanced pedestrian detection at 3 signalized intersections. County will provide primary construction inspection and integration into the County Advanced Traffic Management System (ATMS).

SPECIAL CONSIDERATIONS BY COUNTY:

The COUNTY will be responsible for the procurement of new traffic control, detection and communication equipment at locations and intersections delineated in Exhibit C.

The COUNTY is providing primary construction inspection and integration into the County Advanced Traffic Management System (ATMS).

The COUNTY shall provide, at their cost, Construction Engineering Inspection (CEI) services, permitting and signal system software configuration and integration with existing Pinellas County ATMS system, as needed for the completion of the PROJECT.

The COUNTY will provide any design and installation required as needed for the completion of the PROJECT.

The COUNTY shall invite the DEPARTMENT to participate in PROJECT meetings and provide periodic updates/status reports as requested.

The COUNTY will provide an invoice with appropriate back-up documentation to the DEPARTMENT upon final inspection and acceptance.

If at any moment during project implementation it is determined that the approved PROJECT schedule cannot be met, the COUNTY will immediately notify the DEPARTMENT in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this Agreement and withdrawal of DEPARTMENT funding.

After completion of the PROJECT, the COUNTY must submit its final invoice to the DEPARTMENT within 90 days after final payment of purchased equipment. Invoice submitted after the 90-day time period may not be paid.

The COUNTY shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

1. Identification and approval of equipment to be purchased by the department by: **October 1, 2022**
2. Requisition process to be completed by: **December 31, 2022**
3. Equipment delivery, inspection and approval to be completed by: **June 30, 2023.**
4. Agreement Expiration: **December 31, 2023**

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The DEPARTMENT will issue a Notice to Proceed to the COUNTY after final execution of this Agreement.

The Department will provide a Project Manager, Megan Arasteh, PE.

The DEPARTMENT will provide funding for the purchase of all equipment, oversight of construction, coordination with the County and final acceptance of the project.

All other provisions for compliance with this Agreement shall remain in full force in accordance with State of Florida and Federal Laws.

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Pinellas County, dated _____, 2022.

- I. TOTAL ESTIMATED COST.....\$1,800,000.00

- II. PROJECT PARTICIPATION
 - State\$1,800,000.00
 - Federal.....\$ 0.00
 - Local Participation\$0.00

- III. PROJECT funds are subject to legislative appropriation of available funds.

EXHIBIT "C"
LOCATIONS AND INTERSECTIONS
OF
NEW TRAFFIC CONTROL, DETECTION AND COMMUNICATION EQUIPMENT

Signalized Intersection Upgrade Locations:

Improvements include new Advanced Traffic Controllers (ATC), new radar or video-based detection systems, communications switches and associated cabling.

1. Dr. Kiran C Patel Boulevard
2. Bayshore Boulevard
3. McMullen-Booth Road
4. Hampton Road
5. Sky Harbor Drive
6. Park Place Boulevard
7. US 19
8. Old Coachman Road
9. Belcher Road
10. Hercules Avenue
11. Arcturas Avenue
12. Keene Road
13. Duncan Avenue
14. Lake Street
15. Highland Avenue
16. Hillcrest Avenue
17. Missouri Avenue

New Closed-Circuit Television (CCTV) Camera Locations:

1. Dr. Kiran C Patel Boulevard
2. Bayshore Boulevard
3. Old Coachman Road
4. Hercules Avenue
5. Arcturas Avenue
6. Highland Avenue

New Pedestrian Detection and Analytics Equipment Locations:

1. Bayshore Boulevard
2. Old Coachman Road
3. Arcturas Avenue

EXHIBIT "D"
Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register, or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance

with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown. Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address
http://www.fldfs.com/aadir/reference_guide.htm.