Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(P)(1)(I)

10-02-07

RESOLUTION NO. R-1106-07

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN MIAMI-DADE COUNTY (MDC) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ESTABLISHING THE TERMS AND CONDITIONS FOR DISBURSEMENT OF FDOT GRANT MONIES FOR THE COST OF DESIGN AND INSTALLATION OF LANDSCAPING ALONG VARIOUS FDOT ROADWAYS THROUGHOUT THE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement (JPA) between Miami-Dade County (MDC) and the Florida Department of Transportation (FDOT) establishing the terms and conditions for disbursement of FDOT grant monies in the amount of $1,400,000 for the cost of design and installation of landscaping along various FDOT maintained roadways, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and to exercise the cancellation and renewal provisions contained therein.

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 2, 2007

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(I)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

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CONTRACT #_____
CSFA # 55.023

JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami-Dade County, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter called the "COUNTY".

RECITALS:

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, has created roadside areas and median strips on various roadways of the State Highway System within the municipal limits of the COUNTY; and

WHEREAS, the COUNTY has determined that said roadside areas and median strips shall be attractively landscaped with various flora, and the purpose of this Agreement is to authorize the COUNTY to prepare plans and specifications and to install landscaping and irrigation with the DEPARTMENT'S right-of-way at various pre-approved Miami-Dade Countywide locations, hereinafter collectively referred to as the 'PROJECT'; and

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

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, *Florida Statutes;*** and

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

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

   The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(I)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of a Joint Participation Agreement (JPA) between Miami-Dade County (MDC) and the Florida Department of Transportation (FDOT) to Provide Grant Funding in the Amount of $1,400,000 for the Landscaping Improvements Along Various FDOT Maintained Roadways

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between Miami-Dade County (MDC) and the Florida Department of Transportation (FDOT). The agreement establishes the terms and conditions for disbursement of FDOT grant monies in the amount of $1,400,000 to reimburse MDC and various municipalities for the cost of design and installation of landscaping along various FDOT maintained roadways throughout Miami-Dade County.

Scope

The funding in the proposed agreement will be utilized to landscape state roadways throughout Miami-Dade County and is not limited to any region or commission district. The funding made available through this agreement allows for the County and municipalities to address targeted landscaping projects that are not in the FDOT work plan for improvements.

Fiscal Impact/Funding Source

This is a blanket agreement with FDOT to fund various projects on State roads throughout Miami-Dade County. The funds are utilized by the County as well as various municipalities. The fiscal impact to the County will be from semi-annual maintenance activities for tree installations. The cost of these maintenance activities total $13.09 per tree, per year for every tree planted under this agreement. The funding for these maintenance activities comes from the existing budget of the Tree Health section of the Right of Way Aesthetic and Assets Management Division of the Miami-Dade County Public Works Department (PWD). County-sponsored Community Image Advisory Board (CIAB) gateway projects may have a fiscal impact to maintain the project, however, in the past, on-going project maintenance has been assumed by partnering agencies. There is no fiscal impact to the County from landscape projects completed under this agreement by municipalities.

Track Record/Monitor

FDOT and MDC have partnered in the past with similar agreements and each has been highly successful in providing for the beautification of state roadways throughout Miami-

Dade County. The agreement will be implemented and monitored by David Cardenas, Chief, PWD Right-of-Way Aesthetic and Assets Management Division.

Background

The FDOT supports the County's roadway beautification efforts and on December 3, 2001 provided a $470,000 grant adopted by Resolution No. R-1196-01 to assist in funding those efforts. Subsequently, FDOT provided an additional $700,000 on July 8, 2004 through Resolution No. R-748-04 and $250,000 on June 28, 2005 through Resolution No. R-671-05 to the existing JPA. These funds were used to install landscaping along multiple FDOT maintained roadways Countywide.

The proposed agreement provides for the preparation of landscape design plans for mutually agreed upon sites and for FDOT review and approval of plans prior to the commencement of landscape installation. The County is responsible for obtaining all necessary permits and must execute a landscape maintenance agreement for each planting location. The attached agreement must be completed and all invoices provided to FDOT on or before June 30, 2009 in order for MDC to be properly reimbursed. If not completed within the time period, this agreement will expire unless an extension of the time period is requested and granted in writing by FDOT. Expiration of this agreement will be considered termination of the project.

Tree planting operations will be conducted by the County on State arterial roads throughout unincorporated Miami-Dade County. As noted above, this funding source may be accessed by the CIAB for gateway projects along FDOT roadways. Municipalities can also apply for funding under this agreement for the design and installation of landscape projects on State arterial roads within their respective municipal limits. Municipalities access the agreement by presenting project proposals to the Miami-Dade County Landscape Committee. Once the municipal project is approved by the Landscape Committee and the project is completed, a request for reimbursement is submitted to the County. The municipality is then reimbursed by the County. Subsequently, the County then submits a request for reimbursement to FDOT.

Assistant County Manager

2. GENERAL REQUIREMENTS

a. The COUNTY shall provide the DEPARTMENT with design plans for the DEPARTMENT'S right-of-way within the limits of pre-approved PROJECT locations. The PROJECT plans shall be subject to review and prior written approval by the DEPARTMENT. The COUNTY shall not change said plans without prior written approval from the DEPARTMENT. Said plans shall, at a minimum, comply with the Florida Administrative Code Rule, Chapter 14-40, Highway Beautification and Landscape Management, the provisions of which are incorporated herein by reference and shall become a part hereof.

b. The COUNTY shall obtain all necessary permits to perform the work at each approved PROJECT location and shall not commence the work described in this Agreement until it has all necessary permits.

c. The COUNTY shall be responsible to clear all utilities within the PROJECT limits prior to installation. If it becomes necessary to provide utilities for the PROJECT to the median or roadside areas (water/electricity/etc.) it shall be the COUNTY'S responsibility to obtain all required permits for such work.

d. The COUNTY shall develop plans and implement the PROJECT in accordance with Section 580 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

e. The COUNTY shall advertise for bid, let the construction contract, administer, supervise and inspect all aspects of the PROJECT construction until completion. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.

f. During PROJECT installation and future maintenance operations, the COUNTY shall perform maintenance of traffic in conformance with the latest edition of the DEPARTMENT'S "Roadway and Traffic Design Standards" and the Federal Highway Administration's "Manual on Uniform Traffic Control Devices". If there is a need to restrict the normal flow of traffic it shall be done during off-peak hours.

g. The COUNTY shall provide the DEPARTMENT'S appropriate local Maintenance Office listed below a twenty-four (24) hour contact person including the telephone number and the name of a responsible person that the DEPARTMENT may contact. The COUNTY shall notify the local Maintenance Office forty-eight (48) hours prior to the start of the PROJECT.

North Dade Office:
1773 NE 205th Street
North Miami, FL 33179
Phone: (305) 654-7163

South Dade Office:
14655 SW 122 Terrace
Miami, FL 33186
Phone: (305) 256-6330

3. FINANCIAL PROVISIONS

a. The DEPARTMENT agrees to pay the COUNTY for the herein described services at a compensation as detailed in this Agreement. Eligible PROJECT costs may not exceed ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000.00), and, as defined in the attached Exhibit "A", 'Financial Summary', which is herein incorporated by reference.

b. Payment shall not be made until a Certification of Completion is received from the COUNTY'S Landscape Architect/or designee before the final invoice is submitted and the DEPARTMENT'S Landscape Architect and/or designee has approved the PROJECT for final payment.

c. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.

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

e. Travel costs will not be reimbursed.

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for 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 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.

g. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.,** are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the

Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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 TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year."

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

4. INDEMNIFICATION

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

5. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

6. AMENDMENT

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

7. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

8. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt

requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6137
Miami, Florida 33172-5800
Attn: Steven C. James, District Landscape Architect
Ph: (305) 470-5452; Fax: (305) 470-5552

To COUNTY: Miami-Dade County
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, FL 33128
Attn: George M. Burgess, County Manager
Ph: (305) 375-5311; Fax: (305) 375-1262

b. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

9. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before June 30, 2009. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT. Expiration of this Agreement will be considered termination of the PROJECT.

10. FINAL INVOICE

The COUNTY must submit the final invoices to the DEPARTMENT within 120 days after the expiration of this Agreement. Invoices submitted after the 120-day time period will not be paid.

11. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit "C", 'Audit Reports', are incorporated herein by reference.

12. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

MIAMI-DADE COUNTY

BY: _____
COUNTY MANAGER

ATTEST: _____
(SEAL) COUNTY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

_____
COUNTY ATTORNEY

_____
DISTRICT GENERAL COUNSEL

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EXHIBIT "A"

FINANCIAL SUMMARY

Eligible PROJECT costs for reimbursement:

Financial Project Number: 250610-1-54-05

Landscaping and irrigation design and installation at various pre-approved Miami-Dade Countywide PROJECT locations

Total PROJECT Cost Estimate: $1,400,000.00

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EXHIBIT "B"

RESOLUTION

COUNTY Resolution is attached hereto and incorporated herein by reference.

EXHIBIT "C"

AUDIT REPORTS

The administration of resources awarded by the Department to **MIAMI-DADE COUNTY** may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: **www.fssa.state.fl.us** .

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 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 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

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

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $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. 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).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 33172

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

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 33172

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

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 33172

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 33172

   B. The Auditor General's Office at the following address:

Auditor General's Office

Room 401, Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.