Board of County Commissioners
Agenda Request

Date of Meeting:	May 14, 2002
Date Submitted:	May 9, 2002
To:	Honorable Chairman and Members of the Board
From:	Parwez Alam, County Administrator PA Michael C. Willett, Director of Public Works
Subject:	Joint Project Agreement (JPA) Concerning the Funding of the Multi-Lane Reconstruction of State Road 61 (Crawfordville Highway) from Rivers Road to State Road 363 Four Points Intersection and Memorandum of Agreement (MOA) for the Construction Advance Funding

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Statement of Issue:

In order to continue with the advance schedule for Phase I of the Florida Department of Transportation's (FDOT) U.S. 319/Crawfordville Road widening project from Wakulla Springs Road to Four Points, the Board is required to approve the Joint Project Agreement (JPA) (Attachment #1) and Memorandum of Agreement (MOA) (Attachment #2) for the construction advance funding and authorize the Chairman to execute the documents.

Background:

During the May 8, 2001 Regular Meeting, the Board approved the right-of-way acquisition JPA's (Attachment #3). These agreements have been executed and the advance funds have been transferred to the FDOT and right-of-way has been initiated. The next step in advancing the project is the funding for construction.

Analysis:

FDOT has continued to accelerate Phase I of U.S. 319/Crawfordville Highway. The right-of-way acquisition is moving forward and is to be completed by January 2003. The County will be reimbursed these funds in September 2004.

FDOT and staff have prepared the JPA and MOA for the advance funding of $13,600,000 to construct this segment of US 319/Crawfordville Highway. The County Attorney's office has reviewed and approved these agreements. The adopted County five year budget plan for US 319/Crawfordville Highway, Phase I (Attachment #4) appropriates the funds in Account Number 308-051002-56300-541 for FY 02/03 and FDOT presently has bid opening scheduled for March 2003. Through the advance funding, this project is accelerated by three years. The County will be reimbursed these funds in September 2006.

Options:

1. Approve the Joint Project Agreement and Memorandum of Agreement and authorize the Chairman to execute.

2. Do not approve the Joint Project Agreement and Memorandum of Agreement.

3. Board Direction.

Recommendation:

Option #1.

Attachments:
1. Letter to Tony Park dated April 15, 2002 and Joint Project Agreement
2. Memorandum of Agreement
3. May 8, 2001 Agenda Item for Approval of JPA's to Advance Fund Right-of-Way Acquisition
4. County Five Year Budget Plan for Crawfordville Highway, Phase I

PA/MCW/TP/bps

Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

April 15, 2002

RECEIVED

APR 17 2002

LEON COUNTY
PUBLIC WORKS

Mr. Tony Park, P.E.
Director of Engineering Services
Leon County Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308

Subject: Advance Funding Joint Participation Agreements

Dear Mr. Park:

Enclosed are five original Joint Participation Agreements (JPA's) and Memorandum of Agreements (MOA's) for the advance funding of the Crawfordville Highway construction and US 90 Mahan right of way projects. The State Road 61 Crawfordville Highway agreement provides for an advance deposit of $13,600,000. The State Road 10 (US 90) agreement provides for an advance deposit of $6,938,000.

Upon review and approval, please have the appropriate officials sign the agreements and return for final execution by the Department. Once executed, copies will be forwarded for your files.

If you have any questions, please contact me at your earliest convenience. I can be reached at (850) 638-0250 extension 214.

Sincerely,

Tommy Barfield

Tommy Barfield, P.E.
District Production Engineer

JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY, FLORIDA

CONCERNING THE FUNDING OF THE MULTI-LANE RECONSTRUCTION OF STATE ROAD 61 (CRAWFORDVILLE HIGHWAY) FROM RIVERS ROAD TO STATE ROAD 363 FOUR POINTS INTERSECTION.

This Agreement is made and entered into this _____ day of _____, 2002, by and between the State of Florida, Department of Transportation, hereinafter called the DEPARTMENT, whose mailing address is Haydon Burns Building, 605 Suwannee Street, Tallahassee, Florida 32304, and Leon County, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY, whose mailing address is 301 South Monroe Street, Room 202, Tallahassee, Florida 32301.

WITNESSETH

WHEREAS, the DEPARTMENT agrees to administer construction and CEI on State Road 61 (Crawfordville Highway) from Rivers Road to State Road 363 Four Points Intersection in Leon County, Florida; and

WHEREAS, the COUNTY wishes to provide funding for construction and CEI on State Road 61 (Crawfordville Highway) from Rivers Road to State Road 363 Four Points Intersection (said construction and CEI shall, for the purposes of this Agreement, hereinafter be referred to as the PROJECT); and

WHEREAS, the DEPARTMENT is prepared to begin funding said PROJECT in State fiscal year 2006, FM No. 219748 1; and

WHEREAS, said PROJECT is on the State Highway System and is not revenue producing; and

WHEREAS, to expedite the PROJECT in advance of the DEPARTMENT' s schedule, the COUNTY is prepared to provide advanced funding of the PROJECT; and

WHEREAS, the performance of the PROJECT is in the interest of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to provide advanced funds for the PROJECT; and

WHEREAS, the Board of County Commissioners of Leon County, meeting in regular session on the _____ day of _____, 2002, has authorized the Chairman of the Leon County Commission to enter into this Agreement; and

FURTHER WHEREAS, the parties are authorized to enter into this agreement under law, specifically but not limited to, the provisions of Section 339.12 Florida Statues 2000;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. All of the preceding is incorporated into the body of this Agreement and is, by reference, made a part hereof.

2. The DEPARTMENT shall administer construction and CEI designated under the description of the PROJECT.

3. The DEPARTMENT's preliminary estimate of construction and CEI costs is ***thirteen million six hundred thousand dollars ($13,600,000).*** Prior to advertising the project for bid, the DEPARTMENT shall make a pre-bid estimate of the construction and CEI costs. The DEPARTMENT and the COUNTY shall each review this pre-bid estimate of total project cost and elect whether or not to proceed with the PROJECT. The DEPARTMENT and the COUNTY shall notify each other in writing within twenty-one (21) days after the DEPARTMENT provides the estimate, of their election of whether or not to proceed. If either party elects not to proceed under this paragraph, this Agreement shall be null and void.

4. If the DEPARTMENT and the COUNTY elect to proceed, the COUNTY agrees that it will, at least 14 calendar days prior to the DEPARTMENT' s advertising the PROJECT for construction bids, furnish the DEPARTMENT an advance deposit in the amount of the estimated cost for construction and CEI costs. The DEPARTMENT may utilize this deposit for payment of the costs of said construction and CEI.

5.A. Following the initial deposit pursuant to paragraph four, the DEPARTMENT shall select a C.E.I. consultant in accordance with the Consultants Competitive Negotiation Act and advertise for construction bids. The DEPARTMENT shall determine in its sole discretion which bid it will select, if any. The DEPARTMENT may reject all bids regardless of the amounts bid for the PROJECT construction. If the total of the bid selected and CEI cost is an amount equal to or less than the amount deposited as provided in paragraph 4 above, the DEPARTMENT may accept the bid and proceed without further notice to or approval by COUNTY.

B.(1) If the total of the bid selected along with CEI costs is greater than the amount deposited as provided in paragraph four above, the DEPARTMENT shall notify the COUNTY of the amount of the cost increase prior to bid acceptance. The COUNTY shall notify the DEPARTMENT in writing, within twenty-one (21) days after the DEPARTMENT provides notice of the increased costs of the PROJECT, of its election as to whether or not it shall fund the PROJECT at the increased cost.

(2) Should contract modifications occur that increase total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, in advance of the additional work being performed, additional funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full contribution on final accounting as provided herein below.

C. Copies of Notices and/or invoice, which are directed to the COUNTY, shall be sent to Director of Public Works, Michael Willett, 2280 Miccosukee Road, Tallahassee, Florida 32308.

6. The payment of funds by the COUNTY required above shall be deposited as provided in the attached Memorandum of Agreement between COUNTY, and State of Florida Department of Insurance, Division of Treasury. Interest accrued and received shall be treated as funds advanced by the COUNTY for project funding purposes.

7. Upon final payment for the entire PROJECT the DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within one hundred eighty (180) days. All project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three years after final close out of the project. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY in accordance with Section 215.422, Florida Statutes (1999). In the event said final accounting of the total project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty calendar days from the date of the invoice. The COUNTY agrees to pay interest at a rate established pursuant to Section 55.03, Florida Statutes (1999), on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

8. In State fiscal year 2006, the DEPARTMENT agrees to reimburse the COUNTY by lump sum payment.

9. In the event it becomes necessary for any party to institute suit against another party for the enforcement of the provisions of this AGREEMENT, the prevailing party is entitled to reasonable attorneys' fee plus court costs. Also in the event of litigation, the parties agree that the Laws of the State of Florida shall apply.

10. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the DEPARTMENT and of the details thereof. Any party to the Agreement may request and be granted a conference.

11. The provisions of Chapter 339.135(6)(a)(1999), Florida Statutes, 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 shall be 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 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.

12. To the extent allowed by the Laws of Florida and pursuant to (1999) Florida Statute 768.28, each party hereby agrees to indemnify, defend, save, and hold harmless the other party from all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any negligent act or occurrence or omission or commission of the party, its agents, or employees.

13. This Agreement shall continue in effect and be binding on the parties until the PROJECT is completed, final costs are known, and appropriate reimbursements are made.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

15. This AGREEMENT shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY has caused this Joint Project Agreement to be executed in its behalf this _____ day of _____, 2002 authorized to enter into and execute same by a vote of the Leon County Commission on the ____ day of _____, 2002 and the DEPARTMENT has executed this Joint Project Agreement through its Director of Production for District III, Florida Department of Transportation, this _____ day of _____, 2002.

LEON COUNTY, FLORIDA
(A political subdivision
of the State of Florida)

ATTEST:

BY:_____
TITLE

_____
CLERK (SEAL)

APPROVED AS TO FORM:
LEON COUNTY

BY:_____
COUNTY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

BY:_____
GENE MARTIN
DIRECTOR OF PRODUCTION

_____
AMY L. PAULK
EXECUTIVE SECRETARY (SEAL)

APPROVED AS TO FORM:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:_____
W. EDWARD IVEY
SENIOR ATTORNEY

SR61 Crawfordville Construction Leon

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____, day of _____, 2002, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Insurance, Division of Treasury, hereinafter referred to as "Treasury" and Leon County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Participant".

WITNESSETH

WHEREAS, "FDOT" anticipates constructing the following project:

Financial Project No.: 219748 1
County: Leon

hereinafter referred to as the "Project".

WHEREAS, FDOT and the Participant entered into a **Joint Participation Agreement** dated _____, wherein DOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the Participant by the FDOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of ***thirteen million six hundred thousand dollars ($13,600,000)*** will be made by the Participant into an interest bearing escrow account established by the FDOT for the purposes of the project. Said escrow account will be opened with the Department of Insurance, Division of Treasury, Bureau of Collateral Management on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.

2. Other deposits will be made only by the Participant as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements.

3. All deposits shall be made payable to the Department of Insurance, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation
Office of Comptroller
3717 Apalachee Parkway, Suite E
Mail Station 24
Tallahassee, Florida 32311
ATTN: JPA Coordinator

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the Participant to mail the District Office a copy of the check.

4. The FDOT's Comptroller and/or his designees shall be the sole signatories on the escrow account with the Department of Insurance and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the JPA.

6. The Treasurer agrees to provide written confirmation of receipt of funds to the FDOT.

7. The Treasurer's Office further agrees to provide periodic reports to the FDOT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COMPTROLLER	STATE OF FLORIDA DEPARTMENT OF INSURANCE DIVISION OF TREASURY
	PARTICIPANT SIGNATURE
	PARTICIPANT NAME & TITLE
	PARTICIPANT ADDRESS
	FEDERAL EMPLOYER I.D. NUMBER

Board of County Commissioners
Agenda Request

Date of Meeting: May 8, 2001

To: Honorable Chairman and Members of the Board

From: Parwez Alam, County Administrator PA
Michael C. Willett, Director of Public Works

Subject: Crawfordville Road

Statement of Issue:

In order to continue with Phase One of the Florida Department of Transportation's (FDOT) U.S. 319/Crawfordville Road widening project from Four Points south to Wakulla Springs Road, the following three items need to be approved by the Board:

1. State of Florida Department of Transportation County Incentive Grant Program JPA (Attachment #1);
2. Joint Project Agreement (JPA) with the FDOT for right-of-way costs (Attachment #2); and,
3. Joint Project Agreement (JPA) with St. Joe/Arvida Company, L.P. (Attachment #3).

Background:

Leon County and the FDOT District Three Office have been working together since 1998 to develop a funding strategy that would allow the FDOT to move Phase One of Crawfordville into the District's Five Year Work Program. The strategy approved by the Board allowed Leon County, FDOT, Department of Management Services (DMS) and Arvida to combine their funding efforts (Attachment #4). In doing so, the mitigation requirements for DMS and Arvida became part of the overall Phase One portion of Crawfordville Road. Had the above steps not been taken, DMS and Arvida would have been required to make their improvements, only to have them torn out when FDOT started construction of Phase One, a circumstance considered unacceptable by all parties concerned.

On July 25, 2000, the Board approved the "Crawfordville Road, Phase One Joint Participation Agreement (Attachment #4), that approved the County advance funding $6,311,400 to the FDOT for right-of-way acquisition for Phase One of Crawfordville Road. Repayment by the FDOT for this advanced funding is scheduled to begin in 2003/2004.

In a letter from Gene Martin, P.E., staff was advised that the right-of-way cost estimate had increased to $8,341,700 (Attachment #5). He requested the County advise if the FDOT should continue to accelerate the project.

Staff met in late November with FDOT staff to develop a funding strategy to keep Phase One on track to meet all parties requirements.

Analysis:

The Florida DMS and St. Joe Arvida, as part of their Development's of Regional Impact (DRI), were required to mitigate the impacts of their developments on the area's roadway network. Crawfordville Road was one of those roads and in order to expedite Phase One of the Crawfordville Road project and achieve some very significant economies of scale, the DMS and Arvida, with the encouragement of the FDOT, decided to make their contributions together. In doing so, the FDOT was able to include their improvements in the overall concept, allowing FDOT to construct all of Phase One at the same time. The DMS JPA is already active with full payment from the DMS having already been made to the County.

To accomplish the right-of-way and construction, the two staff agreed that a combination of the development mitigation funds, advance funding and County Incentive Grant Program funds would be necessary.

During the 2000 Florida Legislative Session, the Legislature passed the "County Incentive Grant Program"(CIGP). Codified as Section 339.2817, Florida Statutes, the intent of the new law was to provide grants to county governments contributing local funds to improve (1) the State Highway System; and/or, (2) a local road that significantly improves the performance of a state owned facility. The grant specifies that the FDOT will contribute 50% of the cost for improving the State Highway System, and 35% of the cost for improving local roads that positively impact a state owned facility.

The funding strategy is as follows:

Right-of-Way Acquisition

FY 2000/2001	
Department of Management Services	$1,498,768
Leon County Advance Funding	$1,842,932
	$3,341,700
FY 2001/2002	
Leon County	$2,500,000
FDOT CIGP	$2,500,000
	$5,000,000

Total Right-of-Way.....$8,341,700

Construction

FY 2002/2003

Department of Management Services	$ 73,429
St. Joe/Arvida Company, L.P.	$ 427,833
Leon County Advance Funding	$13,098,738

Total Construction.....$13,600,000

FDOT Reimbursement Schedule

Right-of-Way

FY 2003/2004	$ 1,842,932

Construction

FY 2005/2006	$13,098,738

Accomplishing this strategy requires the approval of JPA's and a County Incentive Grant for the right-of-way acquisition and construction. At a future Board meeting staff will present a JPA with FDOT to accomplish the construction.

The FDOT has amended the FY 2001 to FY 2005 Work Program (Attachment #6) through the Metropolitan Planning Organization (MPO) approval process and has included the project funding balances in the proposed FY2002 to FY2006 Work Program before the 2001 Legislature.

Options:

1. Approve the County Incentive Grant Program JPA with the FDOT District Three Office.
2. Approve the County/FDOT JPA that includes the new right-of-way costs.
3. Approve the County/St. Joe/Arvida Company, L.P. JPA.
4. Disapprove the County Incentive Grant Program JPA with the FDOT District Three Office.
5. Disapprove the County/FDOT JPA that includes the new right-of-way costs.
6. Disapprove the County/St. Joe/Arvida Company, L.P. JPA.
7. Board Direction.

Recommendation:

Options #1, #2, and #3.

Attachments:
1. State of Florida Department of Transportation County Incentive Grant Program JPA
2. JPA with the Florida Department of Transportation for increased right-of-way costs
3. JPA with St. Joe/Arvida Company, L.P.
4. July 25, 2000 Crawfordville Road, Phase One Joint Participation Agreement
5. September 28, 2000 letter from FDOT District Three Director of Production, Gene Martin
6. FDOT Amendment to Work Program

PA/MCW/SAD/djw

Crawfordville Road

Project Title: Crawfordville Road
Account Number: 308 - 051002 - 56100 - 541
308 - 051002 - 56300 - 541 - (Out Year)
341 - 051002 - 56300 - 541

Fund: Multiple
Function: Road and Street Facilities
Division: Public Works / Transportation

Status: Existing

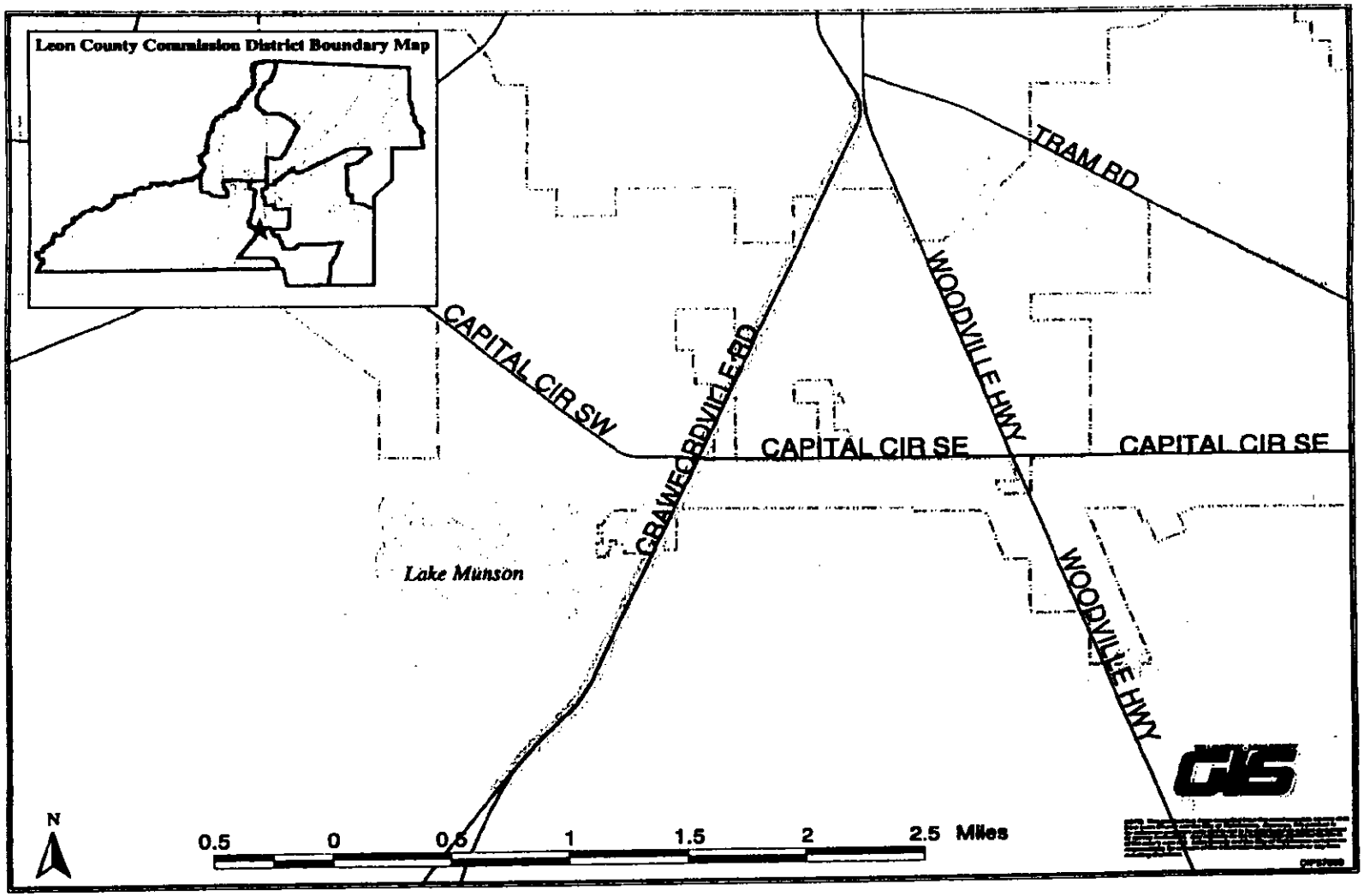
This project involves Phase One of the Florida Department of Transportation's U.S. 319/Crawdfordville Road widening project from Four Points south to Wakulla Springs Road. On July 25, 2000, the Board approved the Crawfordville Road, Phase One Joint Participation Agreement that approved advanced funding of $6,311,400 to FDOT for right of way acquisition for Phase One of Crawfordville Road. Repayment by FDOT will begin in FY 2002/2003. Construction and related advanced funding should begin in FY 2002/2003 with reimbursements from the state commencing in FY 2005/2006.

PROJECT COSTS:	L.T.D. 09/30/00	FY 00 Carried Fwd.	FY 01 Adopted	FY 02 Budget	FY 03 Planned	FY 04 Planned	FY 05 Planned	FY 06 Planned	FY02 - FY06 Totals	Total Project Cost
Land				500,000					500,000	500,000
Buildings										
Other		600,000	5,400,000		13,600,000				13,600,000	19,600,000
Machinery & Equipment										
TOTAL		$600,000	$5,400,000	$500,000	$13,600,000				$14,100,000	$20,100,000
FUNDING:										
General - 305										
Sales Tax - 308			5,400,000	500,000	13,600,000				14,100,000	19,500,000
C.W. Impact Fees - 341		600,000								600,000
TOTAL		$600,000	$5,400,000	$500,000	$13,600,000				$14,100,000	$20,100,000
OPERATING:										
FTEs										
Personnel Expenses										
Operating Expenses										
Capital Outlay										
TOTAL										

ATTACHMENT # 2
PAGE 16 OF 17

17

Crawfordville Road



ATTACHMENT # 2
PAGE 17 OF 17

17