



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

3/17/2026

Subject:

Approval Re: State of Florida Department of Transportation - Joint Participation Agreement (FPN 457892-1-58-1) Glenridge Circle Connection with Via De La Reina - District 2

Fiscal Impact:

The estimated cost associated with the new roadway connection between Glenridge Circle to Via De La Reina is \$151,000 and will be funded by the Florida Department of Transportation (FDOT). The project will be completed using in-house Public Works Road & Bridge Construction forces and subcontractors.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners:

1. Approve and authorize the County Manager to execute the Joint Participation Agreement.
2. Authorize the County Manager to execute all other project-related documents and/or required changes contingent upon County Attorney, Risk Management, and Purchasing Services review and approval.
3. Authorize the County Manager to execute all necessary budget amendments (BCRs).

Summary Explanation and Background:

FDOT and Brevard County wish to enter into a joint participation agreement (JPA) for the construction of a connection between Glenridge Circle and Via De La Reina located on Merritt Island. The construction project will be funded by FDOT (FPN 457892-1-58-1) to effectuate an adjacent FDOT project. However, in-house engineering staff time was used and charged to Fund 0033/2100074-Engineering for design, and additional time by the County Attorney's office and outside counsel was needed to prepare/review documents. This roadway project includes the construction of a new 40 linear foot connection and associated drainage and sidewalk improvements. Roadway work includes new asphalt construction, and the drainage work includes inlets and reinforced concrete pipe construction. The project will be completed by Public Works Road & Bridge Construction forces and subcontractors within the limits of the existing right-of-way or easements being obtained by the now dissolved Island Community Developers, Inc. through a statutory trustee. The residents of Palmetto Subdivision and the Board of Palmetto Homeowners Association of Brevard County, Inc. support the conveyance of the future right-of-way tract to Brevard County.

Clerk to the Board Instructions:

Please return the fully executed Joint Participation Agreement to the Public Works Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 18, 2026

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

RE: Item F.5., State of Florida Department of Transportation (FDOT) Joint Participation Agreement (FPN 457892-1-58-1) Glenridge Circle Connection with Via De La Reina

The Board of County Commissioners, in regular session on March 17, 2026, adopted Resolution No. 26-018, authorizing the County Manager to execute the Joint Participation Agreement; authorized the County Manager to execute all other project-related documents and/or required changes contingent upon County Attorney, Risk Management, and Purchasing Services review and approval; and authorized the County Manager to execute all necessary budget amendments (BCR's). Enclosed is a fully-executed Resolution and a Joint Participating Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

cc: Contracts Administration
Budget
Finance

Financial Project No.: 457892-1-58-01 Agency: Brevard County Contract No:	Fund: LFP Function: 215 Contract Amount: \$151,000.00	FLAIR Approp.: 088717 FLAIR Obj.: 563000 Org. Code: 55054010508 Vendor No.: F596000523204
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**JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
BREVARD COUNTY**

This Agreement, made and entered into _____,
by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
(hereinafter referred to as the DEPARTMENT) and **BREVARD COUNTY** (hereinafter referred to
as the LOCAL GOVERNMENT),

WITNESSETH:

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

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "E" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake funding the Project described as the "Glenridge Circle Connection with Via De La Reina" project, in Fiscal Year 2025/2026, said Project being known as Financial Project Number (FPN) 457892-1-58-01, hereinafter referred to as the "Project"; and

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

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

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

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

1. **TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by **October 31, 2026**,

in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion date as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. The DEPARTMENT shall grant any reasonable extension requested by the LOCAL GOVERNMENT. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

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

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

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

D. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project suitable for reproduction on 11-inch by 17-inch sheets, together with a complete set of specifications covering all construction requirements for the Project and provide these to the DEPARTMENT. The LOCAL GOVERNMENT will perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity, which is outside of the scope of services of the Project. **The Notice to Proceed should be requested from D5-LocalPrograms@dot.state.fl.us prior to the start of construction. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

E. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions of any required DEPARTMENT permit.

F. The LOCAL GOVERNMENT shall perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

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

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

3. COMPENSATION AND REIMBURSEMENT

A. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **\$151,000.00 (One Hundred Fifty-One Thousand Dollars and No/100)** for the actual project costs incurred for the services described in Exhibit "A" – Scope of Services, excluding LOCAL GOVERNMENT overhead. This amount is based on the Method of Compensation, Exhibit "B" attached hereto. The Method of Compensation may be modified by execution of an amendment of the Agreement by the Parties. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

B. If the LOCAL GOVERNMENT chooses to receive progress payments, invoices shall be submitted no more often than monthly and no less than quarterly; otherwise, the LOCAL GOVERNMENT will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - Scope of Services.

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

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT 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 Scope of Services, Exhibit "A" was met.

iii) There shall be no reimbursement for travel expenses under this Agreement.

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

D. The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

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

F. 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, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be

assessed a non-performance retainage equivalent to ten percent (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 LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

G. The LOCAL GOVERNMENT 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 twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

H. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

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

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

L. The LOCAL GOVERNMENT agrees to comply with s.20.055(5), Florida Statutes.

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

N. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

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

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

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

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any

breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and 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 contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5452
D5-LocalPrograms@dot.state.fl.us

BREVARD COUNTY

Anna Hoang-Lok, PE
Engineer III
Brevard County
2725 Judge Fran Jamieson Way
Building A, Room 204
Viera, Florida 32940
(321) 350-8333
Anna.Hoang-Lok@brevardfl.gov

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

BREVARD COUNTY

By: See Attached Signature Page

Name: _____

Title: _____

Legal Review:

LOCAL GOVERNMENT Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

DEPARTMENT Attorney

BREVARD COUNTY, FLORIDA

By: _____

James P. Liesenfelt, County Manager

Date: MAR 17 2026_____

Approved by the Board on: 03/17/2026

Approved for legal form

solely for Brevard County:

_____

Deputy County Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Project Description/Deliverables and Limits of Construction:

The Glenridge Circle Connection with Via De La Reina project is with Brevard County (LOCAL GOVERNMENT) and is located in Merritt Island, Florida. This is a roadway project with associated drainage and sidewalk improvements to extend the south end of Glenridge Circle, a dead-end street, to connect to Via De La Reina, approximately 40 linear feet.

This project will include construction via in-house services. Construction elements include but are not limited to clearing and grubbing, roadway, drainage, sidewalk, striping and signage, tree removal and sod. Roadway work includes subgrade, base, curb and gutter, and asphalt construction. Drainage work includes inlets and reinforced concrete pipe construction.

Other construction elements include mobilization.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination will be completed during the in-house design process. Any required permits will be obtained prior to final design. Right-of-way acquisition is currently underway and will be completed prior to starting construction. Brevard County shall construct the project within the limits of the existing right-of-way or easements.

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the Terms set forth in this Agreement, the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The remainder of this page intentionally left blank.

EXHIBIT "B"

METHOD OF COMPENSATION

For satisfactory completion of all services detailed in Exhibit "A" - Scope of Services of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$151,000.00 (One Hundred Fifty-One Thousand and No/100)** for actual costs incurred.

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

Invoices, progress reports, and other supporting documentation shall be submitted no more often than monthly and no less than quarterly via email to D5-LocalPrograms@dot.state.fl.us.

The remainder of this page intentionally left blank.

EXHIBIT “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE

Notice to Proceed (NTP) by	May 15, 2026
Construction Duration of	30 Days
Construction to be completed (Final Acceptance) by	June 15, 2026

The remainder of this page intentionally left blank.

EXHIBIT "D"
NOTICE OF COMPLETION

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

PROJECT DESCRIPTION: Glenridge Circle Connection with Via De La Reina

FINANCIAL PROJECT NUMBER (FPN): 457892-1-58-01

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT “E”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2026-018

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA, AUTHORIZING THE COUNTY
MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT FOR
GLENRIDGE CIRCLE CONNECTION**

WHEREAS, Brevard County (the County) and the Florida Department of Transportation (FDOT) have been granted specific legislative authority to enter into a joint participation agreement (JPA) for the project described as "Glenridge Circle Connection with Via De La Reina", said Project being known as FPN 457892-1-58-01 (the Project); and

WHEREAS, the County and FDOT have determined that the implementation of the Project is in the interest of both parties, and it would be most practical, expeditious, and economical for the County to perform the services to complete the Project; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, hereby delegates authority to the County Manager to execute the Joint Participation Agreement, and any other associated documents, on behalf of Brevard County pursuant to County policies and procedures.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that the County Manager is hereby authorized to execute the Joint Participation Agreement, and any other associated documents to effectuate the Joint Participation Agreement.

DONE AND RESOLVED in regular session this 17th day of March, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Rachel M. Sadoff, Clerk



Thad Altman, Chair

As approved by the Board on 03/17/2026

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: State of Florida Department of Transportation (FDOT)		2. Amount: \$151,000
3. Fund/Account #: FDOT Funds	4. Department Name: Public Works	
5. Contract Description: FDOT Joint Participation Agreement (FPN 457892-1-58-01) Glenridge Circle Connection with Via De La Reina		
6. Contract Monitor: Suzanne Reider		8. Contract Type: INTERGOVT/STATE
7. Dept/Office Director: Marc Bernath		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☐	☐	_____
Purchasing	☐	☐	_____
Risk Management	☐	☐	_____
County Attorney	☐	☐	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	Thomas-Wood, Tammy By eSign by Thomas Wood, Tammy On 2026.03.02 10:51:01 -05'00'
Purchasing	☒	☐	Wall, Katherine Digitally signed by Wall, Katherine Date: 2026.03.02 10:51:01 -05'00'
Risk Management	☐	☐	_____
County Attorney	☒	☐	Esseesse, Alexander Digitally signed by Esseesse, Alexander Date: 2026.03.03 09:41:15 -05'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: State of Florida Department of Transportation (FDOT)		2. Amount: \$151,000
3. Fund/Account #: FDOT Funds	4. Department Name: Public Works	
5. Contract Description: FDOT Joint Participation Agreement (FPN 457892-1-58-01) Glenridge Circle Connection with Via De La Reina		
6. Contract Monitor: Suzanne Reider		8. Contract Type: INTERGOVT/STATE
7. Dept/Office Director: Marc Bernath		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☒	☐	Watson, Michael
County Attorney	☐	☐	

Digitally signed by Watson, Michael
Date: 2026.03.02 14:16:10 -05'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

