

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$495,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$120,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$375,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object ___
Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Forest Hill Blvd OTIS/W of Sherwood Forest to Fla Mango

Project Cost	\$495,000.00
JPA Funding FDOT	<\$120,000.00>
Fiscal Impact	\$375,000.00

C. Departmental Fiscal Review: R. J. Ward 8/29/06

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 9-19-06
OFMB
9/19/06

[Signature] 9/22/06
Contract Dev. and Control
6/22/06

B. Approved as to Form and Legal Sufficiency:

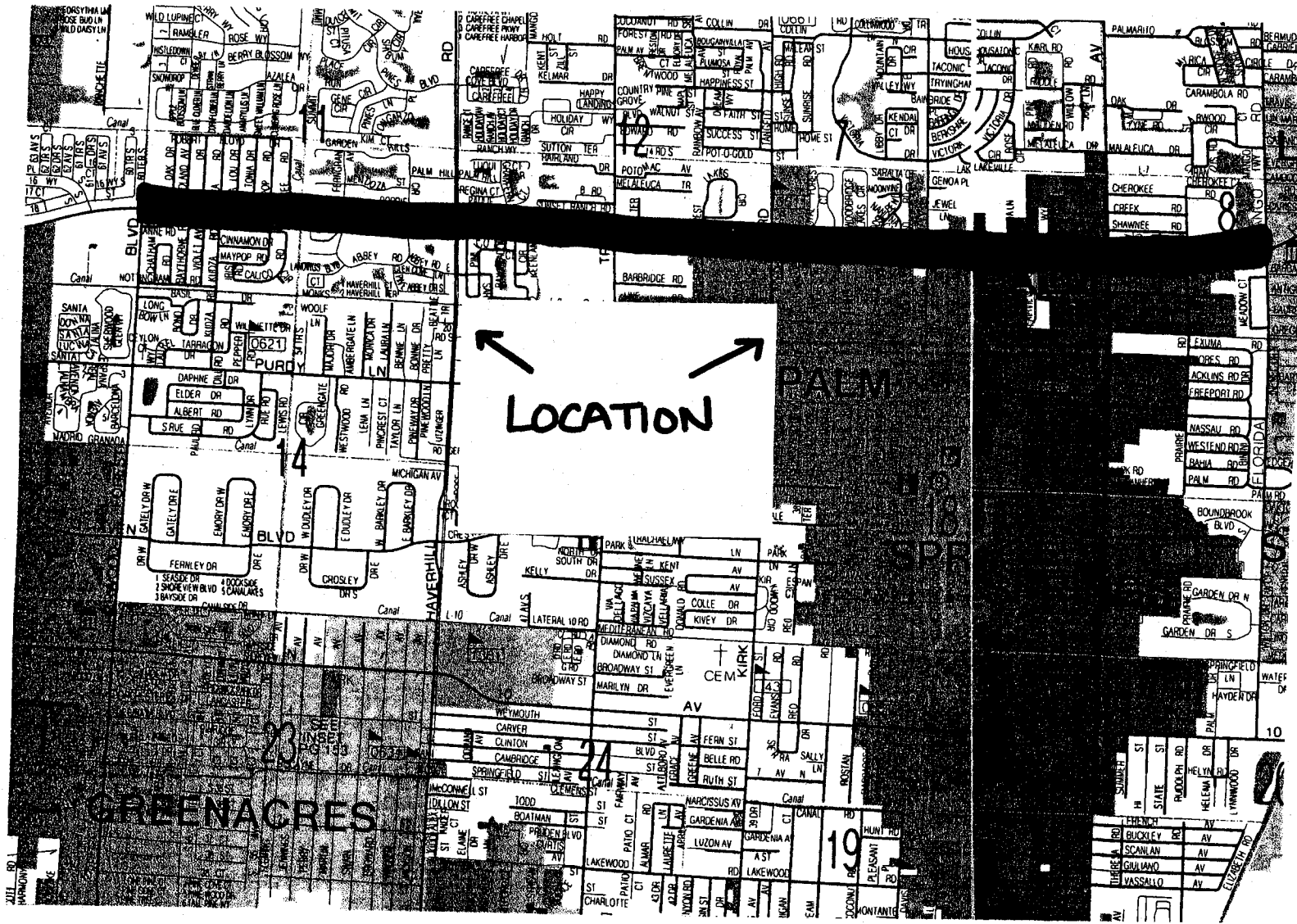
[Signature] 9/25/06
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



LOCATION SKETCH

RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO APPROVE A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, Forest Hill Boulevard (State Road 882) at the location contemplated herein is under the Jurisdiction of the Florida Department of Transportation (FDOT); and

WHEREAS, Palm Beach County (COUNTY) is planning to install an Only Trees, Irrigation and Sod (OTIS) project in the medians of Forest Hill Boulevard from .2 mile west of Sherwood Forest Boulevard to Florida Mango Road during the COUNTY's Fiscal Year 2007; and

WHEREAS, FDOT has a road resurfacing project scheduled for this roadway; and

WHEREAS, FDOT is willing to reimburse the COUNTY up to \$120,000 for the County's OTIS improvements, once FDOT's road project comes on line July 1, 2008.

WHEREAS, FDOT requires that the COUNTY enter into a Joint Participation Agreement to accomplish that intent.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

1. The foregoing recitals are hereby affirmed and ratified.
2. The Chairman (or Vice-Chairperson) is hereby authorized to execute the Joint Participation Agreement on behalf of Palm Beach County.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Tony Masilotti, Chairman	-
Commissioner Addie Greene, Vice Chairperson	-
Commissioner Karen T. Marcus	-
Commissioner Jeff Koons	-
Commissioner Warren H. Newell	-
Commissioner Mary McCarty	-
Commissioner Burt Aaronson	-

The Chairman thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2006.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: _____ Assistant County Attorney

By: _____

Contract No.: _____
FM Nos.: 229817-1-A8-01
229817-2-A8-01
FEID No.: VF-596-000-785

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, 200__, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and the **PALM BEACH COUNTY**, at **2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745**, hereinafter referred to as the **COUNTY**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **COUNTY** are desirous of having the **COUNTY** make certain improvements in connection with Financial Management (FM) (**Funded in Fiscal Year 2009**) **229817-1-A8-01** and **229817-2-A8-01** for **THE DESIGN AND CONSTRUCTION OF REPLACEMENT OF LANDSCAPING & IRRIGATION IMPROVEMENTS WITHIN SR-882/FOREST HILL BOULEVARD FROM .2 MILE WEST OF SHERWOOD FOREST BOULEVARD TO FLORIDA MANGO ROAD** in **PALM BEACH COUNTY**; Refer to Exhibit "A" of this Agreement for a detailed Scope of Services and Exhibit "C" for Production Plans; and,

WHEREAS, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as the **PROJECT**; and,

WHEREAS, in order to expedite the **PROJECT** in advance of the **DEPARTMENT'S** schedule, the **COUNTY** is prepared to advance the **PROJECT** in **Fiscal Year 2006/2007** for the landscaping component, pursuant to **Section 339.12 Florida Statutes**; and,

WHEREAS, said **PROJECT** is on the State Highway System, is not revenue producing and is contained in the **DEPARTMENT'S** Adopted Work Program; and,

WHEREAS, the improvements are in the interest of both the **COUNTY** and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **COUNTY** to perform such activities; and,

WHEREAS, the **COUNTY** by Palm Beach County Board of County Commissioners Resolution No. _____ adopted on _____, 200__, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the **PROJECT**, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **COUNTY** shall have the responsibility to complete the **PROJECT** in accordance with the Scope of Services set forth in Exhibit "A".

3. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

The COUNTY shall be responsible for preparation of the construction plans and contract documents, advertising for bids, evaluating bids, and awarding a contract for construction of the PROJECT. The COUNTY shall also be responsible for providing construction engineering inspection (CEI) services including, administration and technical coordination required for the PROJECT. The COUNTY shall utilize the DEPARTMENT'S Procedure No. 375-020-010 "Errors and Omissions" ^{for} to all work being done for the DEPARTMENT.

The COUNTY shall design and construct the Project in accordance with the Scope of Services.

4. In the event that the future work of the DEPARTMENT, which is unrelated to the Project but in the vicinity of the Project, damages all or a portion of the Project, then the DEPARTMENT agrees to require its construction contractor to restore the COUNTY'S beautification improvements (including irrigation) to the reasonably same condition they were in prior to the start of roadway construction.

During the time that the DEPARTMENT'S work is being performed in the vicinity of the Project, then the DEPARTMENT agrees to require its construction contractor to maintain and perform a mowing cycle of once a week from May 1st to Oct 31st and twice a month from November 1st to April 30th.

5. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the PROJECT available to the COUNTY at no cost.
6. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The COUNTY will make best efforts to obtain the DEPARTMENT input in its decisions.
7. For satisfactory completion and upon written approval and acceptance of all services detailed in Exhibit "A" (Scope of Services) of this Agreement, the DEPARTMENT will pay the COUNTY a lump sum amount not to exceed **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)**, for actual cost incurred.

The funding breakdown is as follows:

FUNDING ALLOTMENT	
Financial Mgmt. No. (FM#)	Amount
229817-1-A8-01	\$40,000.00
229817-2-A8-01	\$80,000.00
TOTAL	\$120,000.00

The COUNTY will not invoice the DEPARTMENT prior to **July 1, 2008**, the fiscal year the PROJECT is scheduled in the DEPARTMENT'S work program.