

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: May 1, 2007            [X]    Consent        [ ]    Regular  
    [ ]    Workshop      [ ]    Public Hearing

Department:  
Submitted By:        Engineering & Public Works  
Submitted For:      Traffic Division

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

A.    Adopt a Resolution approving a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the design and construction of small projects.

**Summary:** This agreement provides \$500,000 annual funding for small projects from FY 2007/2008 through FY 2011/2012 for a total of \$2,500,000. This JPA allows the County to accomplish small traffic related projects for the FDOT, when requested, and to be reimbursed for the work. Funds will be established through the annual budget process.

**District:** 7    (M.R.E.)

**Background and Justification:** The Palm Beach County Traffic Division maintains all of the traffic signals on the State system in the County other than the Town of Palm Beach and the City of Boca Raton. The County has the staff and expertise to design, construct, install and modify traffic control devices. In addition, we can do pathway work and minor intersection improvements. Through this JPA, the County can accomplish small projects at the request of the State and be reimbursed for the work.

- Attachments:**
- 1. Resolutions (3)
  - 2. Joint Participation Agreement (JPA) – 6 Copies

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Recommended By: <u>    <i>Jan Masbey</i>    </u>	<u>    04/17/07    </u>
Division Director	Date
Approved By: <u>    <i>S. T. Webb</i>    </u>	<u>    4/17/07    </u>
County Engineer	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	(\$ 500,000)	(\$ 500,000)	(\$ 500,000)	(\$ 500,000)
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# 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:**

County Transportation Trust Fund  
FDOT Small Projects

This item has no additional fiscal impact.

The JPA, effective with the FY 2008 budget, calls for the County to accomplish small traffic related projects for the FDOT, when requested, and then to be reimbursed for the work. FDOT will reimburse up to \$500,000 per year over the 5 year term of the agreement and funding will be provided for at that rate plus any unspent funds from a previous year during the normal budget process.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 7-13-07  
OFMB  
4-11-07  
*[Stamp]* 4/12/07

*[Signature]* 4/16/07  
Contract Dev. and Control  
4/16/07

**B. Approved as to Form and Legal Sufficiency:**  
*[Signature]* 4/17/07  
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.**

**RESOLUTION NO. R-2007 –**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT FOR PALM BEACH COUNTY CONCERNING THE DESIGN AND CONSTRUCTION OF SMALL PROJECTS THROUGHOUT PALM BEACH COUNTY**

**WHEREAS**, the State of Florida Department of Transportation and Palm Beach County desire to have the State of Florida fund small roadway improvement projects that would be implemented by Palm Beach County, and

**WHEREAS**, the State of Florida has requested Palm Beach County to execute and deliver to the State of Florida Department of Transportation a Joint Participation Agreement for the aforementioned Project, and

**WHEREAS**, The State of Florida will provide funding of these improvements, up to \$ 500,000 year over five years.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute, and deliver to the State of Florida, Department of Transportation, a Joint Participation Agreement for the aforementioned Project.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.

2. This Resolution will take effect upon its adoption.

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

ADDIE L. GREENE, CHAIRPERSON	-
JOHN F. KOONS, VICE CHAIR	-
KAREN T. MARCUS	-
WARREN H. NEWELL	-
MARY McCARTY	-
BURT AARONSON	-
JESS R. SANTAMARIA	-

The Chairperson thereupon declared the Resolution duly passed and adopted  
this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

PALM BEACH COUNTY,  
FLORIDA, BY ITS BOARD OF  
COUNTY COMMISSIONERS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK &  
COMPTROLLER  
PALM BEACH COUNTY

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Clerk

Contract No.: \_\_\_\_\_  
FM Nos.: 229765-2-54-01  
FEID No.: VF-596-000-531

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 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 2007-2011) 229765-2-54-01 for THE DESIGN, CONSTRUCTION, INSTALLATION, FABRICATION AND MODIFICATION OF CERTAIN TRAFFIC CONTROL DEVICES in PALM BEACH COUNTY. Refer to Exhibit "A", Scope of Services attached hereto and made a part hereof; and,

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

WHEREAS, said PROJECT is on or directly affecting 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 DEPARTMENT shall send the Palm Beach County Engineering Department a written request to perform project related design, construction, installation, fabrication and modification activities as designated in EXHIBIT "A" (SCOPE OF SERVICES) of this Agreement, hereinafter referred to as a Project Assignment". The Project Assignment may be accepted, amended or deferred by the COUNTY based on availability of equipment, material and manpower.
3. The COUNTY shall only perform those activities designated in a Project Assignment. Upon receipt of a written Project Assignment, the COUNTY shall prepare a written estimated Lump Sum Cost Proposal for all work reflected in the Project Assignment related activity prior to receiving written authorization from the DEPARTMENT. The COUNTY'S cost proposal shall also contain a work schedule time frame completion estimate.

4. The **COUNTY** shall advise the **DEPARTMENT** upon its completion of each given Project Assignment and shall request a **DEPARTMENT** inspection of the work performed and materials/equipment installed by the **COUNTY**. The **DEPARTMENT** will perform an initial inspection to determine compliance with current **DEPARTMENT** standards and specifications and will advise the county of deficiencies and request a re-inspection by the **DEPARTMENT**. This process shall continue until the **DEPARTMENT** is satisfied all workmanship, materials and equipment are in compliance with the current **DEPARTMENT** standards and specifications, at which point the **DEPARTMENT** will issue a written notification to the **COUNTY** of its acceptance of the Project Assignment.
5. The Method of Compensation shall be "Lump Sum" payment for actual costs incurred. Funds shall be released in accordance with the following procedure.
  - A. The **COUNTY** shall submit an invoice to the **DEPARTMENT** for a given Project Assignment reflecting the **DEPARTMENT'S** approved estimated Lump Sum as described in paragraph 2 and 3. The invoice shall specify the following:
    - 1) Description of Project Assignment
    - 2) The **DEPARTMENT** approved estimated lump sum amount for Project Assignment.
    - 3) Date of **DEPARTMENT'S** written authorization to proceed with Project Assignment.
    - 4) Date of **DEPARTMENT** written notification of Project Assignment acceptance.
    - 5) Invoice amount (the invoice amount shall include support documentation of actual expenses of the Project Assignment.)
  - B. Invoices shall be paid upon completion of work authorized and only for that work which was authorized per pertinent written authorization to proceed (reference 6A-3 above) with project assignment
6. The **DEPARTMENT** may modify a given Project Assignment and/or its associated estimated lump sum amount to reflect changes to the initial scope of the Project Assignment and approve the estimated lump sum payment upon mutual agreement by both parties.
7. 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.
8. 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 **DEPARTMENT** input in its decisions.
9. Unless terminated earlier in accordance with the provisions of this Agreement, it is anticipated that this Agreement shall have a term of 5 years from **Fiscal Year (FY) 2007/2008** to **FY 2011/2012**. The total estimated cost of the **PROJECT** is **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)**. The **DEPARTMENT** agrees to reimburse the **COUNTY** for actual costs incurred, in an amount not to exceed **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)**. The **DEPARTMENT'S** allotted funding, for each fiscal year, is shown below:

<b>Fiscal Year</b>	<b>Allotted Funding</b>
2007/2008	\$500,000.00
2008/2009	\$500,000.00
2009/2010	\$500,000.00
2010/2011	\$500,000.00
2011/2012	\$500,000.00
<b>Total Department Contribution</b>	
<b>\$2,500,000.00</b>	

**NOTE: The Department's Fiscal Year begins July 1 ending June 30. Any unused remaining funds from previous Fiscal Years on this table will be available in any Fiscal Year within the contract term.**

The **PARTICIPANT** will comply with the Federal and State Audit provisions set forth in **Exhibit "B"** which are attached hereto and made part of this Agreement.

10. The **COUNTY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
11. The **DEPARTMENT** shall not issue a Project Assignment as specified herein without the availability of funds in an amount equal to the **COUNTY'S** cost estimate approved by the **DEPARTMENT**
12. In the event the **PROJECT** costs or **PROJECT** modifications increase or exceed the amount authorized in paragraph 9, the **DEPARTMENT** and the **COUNTY** shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the **PROJECT**. Any funding increase or modifications to the **PROJECT** shall be added by means of a Supplemental Amendment to the original Agreement to be signed by both parties before work is undertaken. However, in the event the **COUNTY** and the **DEPARTMENT** fail to negotiate a Supplemental Amendment for any reason whatsoever, then the increase in the **PROJECT** costs will be the sole responsibility of the **COUNTY**.
13. Should the **DEPARTMENT** and the **COUNTY** decide to proceed with subsequent phases of the **PROJECT**, the Agreement may be amended to identify the respective responsibilities and the financial arrangement between the parties.
14. In the event it becomes necessary for the **DEPARTMENT** or **COUNTY** to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in State of Florida court in Broward County.
15. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the **COUNTY** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this Agreement shall run to the **DEPARTMENT** and its successors.
16. This Agreement shall continue in effect and be binding to both the **DEPARTMENT** and the **COUNTY** from the execution of this Agreement through **PROJECT** completion on or before **June 30, 2012**, unless terminated by either party upon thirty (30) days written notice in accordance with paragraph 33 of this Agreement.

17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
18. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within 10 working days of receipt of a Progress Report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **COUNTY** promptly when work is subsequently performed.
19. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper preaudit and postaudit thereof.
20. The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt of an invoice from the **COUNTY**, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The **DEPARTMENT** has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
21. If payment is not available within 40 calendar 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 **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
22. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the Department of Financial Services' Hotline, 1-800-848-3792.
23. 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 includes 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.
24. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), 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 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 one 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 one year."

25. The **COUNTY** will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
26. The **COUNTY** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **COUNTY**, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **COUNTY**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the Agreement without liability.
27. To the extent allowed by the Laws of Florida, the **COUNTY** hereby agrees to indemnify, defend, save, and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission, or commission of the **COUNTY**, and its employees, arising out of this contract or the work which is the subject hereof. In addition, with respect to any of the **COUNTY'S** agents, consultants, contractors, and/or sub-contractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, contractors, and/or sub-contractors. The **COUNTY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
28. This Agreement is governed by and construed in accordance with the laws of the United States, State of Florida.
29. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and the preparation of the Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.

30. Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
31. The parties are independent contractors under this Agreement. Services provided each party shall be by employees of that party and subject to their supervision. In providing such services, neither party, nor its employees shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.
32. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
33. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

**Florida Department of Transportation - District Four**  
**3400 West Commercial Blvd.**  
Fort Lauderdale, Florida 33309-3421  
Attn: **Leos A. Kennedy, Jr.**  
With a copy to: **Jose Guerrero**  
A second copy to: District General Counsel

**If to the COUNTY:**

**Palm Beach County**  
**Traffic Engineering Division**  
2300 North Jog Road  
West Palm Beach, Florida 33411-2745  
Attn: **Dan Weisberg, P.E.**  
**Director**  
With A Copy to: **County Attorney**

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Action on \_\_\_\_\_, hereto attached.

**PALM BEACH COUNTY, FLORIDA  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
ROSIELYN QUIROZ  
DIRECTOR OF TRANSPORTATION SUPPORT

**ATTEST:**  
SHARON R. BOCK, CLERK & COMPTROLLER

**APPROVED: (AS TO FORM)**

\_\_\_\_\_  
CLERK OR DEPUTY CLERK (SEAL)

BY: \_\_\_\_\_  
DISTRICT GENERAL COUNSEL

**APPROVED AS TO FORM AND:  
LEGAL SUFFICIENCY:**

**APPROVED:**

BY: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

**APPROVED AS TO TERMS AND CONDITIONS:**

BY: Don Musben

**EXHIBIT 'A'**  
**SCOPE OF SERVICES**  
**229765-2-54-01**

**Design, Construction, Installation, Fabrication and Modification  
of Traffic Control Devices within Palm Beach County**

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**1. DESIGN AND INSTALLATION OF TRAFFIC SIGNALS**

The COUNTY will design and/or install traffic signals at locations on or directly affecting the State Highway System as directed by the DEPARTMENT. All designs, traffic signal equipment and installation thereof shall reflect current DEPARTMENT standards, specifications, procedures, and current DEPARTMENT Approved Products List (APL) equipment and materials.

**2. MODIFYING EXISTING TRAFFIC SIGNALS**

The COUNTY will modify operation of existing Traffic signals at locations on or directly affecting the State Highway System as part of a traffic signal modification assignment, and as directed by the DEPARTMENT. All traffic signal equipment and installation thereof in conjunction with such modifications shall reflect current DEPARTMENT standards, specifications, procedures, and current DEPARTMENT Approved Products List (APL) equipment and materials.

**3. INSTALLATION OF PAVEMENT MARKINGS AND/OR REFLECTIVE MARKERS**

The COUNTY will install traffic pavement markings and/or reflective pavement markers at locations on or directly affecting the State Highway System as a part of a traffic signal modification or pavement marking modification assignment, and as directed by the DEPARTMENT. All installation and materials shall reflect current DEPARTMENT standards, specifications, procedures, and current DEPARTMENT Approved Products List (APL) equipment and materials.

**4. DESIGN FABRICATION AND INSTALLATION OF SIGNAGE**

The COUNTY will design and/or fabricate and install traffic control and guidance signing at locations on or directly affecting the State Highway System as part of a traffic signal modification assignment or as part of an existing signal support system, and as directed by the DEPARTMENT. All installation and materials shall reflect current DEPARTMENT standards, specifications, procedures, and current DEPARTMENT Approved Products List (APL) equipment and materials.

5. **INSTALLATION OF CURB CUT RAMPS**

The **COUNTY** will install curb cut ramps at locations on or directly affecting the State Highway System as part of a traffic signal modification assignment, and as directed by the **DEPARTMENT**. All installation and materials shall reflect current **DEPARTMENT** standards, specifications, and procedures.

6. **CONSTRUCTION OF MEDIAN MODIFICATION/CHANNELIZATION**

The **COUNTY** will construct minor median modifications and channelization at locations on or directly affecting the State Highway System as directed by the **DEPARTMENT**. All installation and materials shall reflect current **DEPARTMENT** standards, specifications and procedures.

7. **TURN LANE CONSTRUCTION AND/OR MODIFICATION**

The **COUNTY** will construct and/or modify turn lanes at locations on or directly affecting the State Highway System as directed by the **DEPARTMENT**. All construction shall reflect current **DEPARTMENT** standards, specifications and procedures.

## EXHIBIT "B"

### FEDERAL AND/OR STATE FUNDED CONTRACTS

The administration of resources awarded by the Department to **PALM BEACH COUNTY** may be subject to audits and/or monitoring by the Department, as described in this section.

#### 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 **PALM BEACH COUNTY** regarding such audit. **PALM BEACH COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's 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. 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. However, if the recipient 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, 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 Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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. However, if the recipient 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 Department of Financial Services, 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,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Jonathan Overton, Asst. District Traffic Operations Manager  
Jose Guerrero, Project Manager**
  - 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 10<sup>th</sup> 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,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Jonathan Overton, Asst. District Traffic Operations Manager  
Jose Guerrero, Project Manager

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,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Jonathan Overton, Asst. District Traffic Operations Manager  
Jose Guerrero, Project Manager

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,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Jonathan Overton, Asst. District Traffic Operations Manager  
Jose Guerrero, Project Manager

- 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,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Jonathan Overton, Asst. District Traffic Operations Manager  
Jose Guerrero, Project Manager

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, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, 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.

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	55.023 State Highway Project Reimbursement	\$2,500,000.00

**Compliance Requirements**

1. Exhibit "A" Scope of Services
2. a) Most projects are administered by or through State Transportation Departments or Federal agencies  
b) The Participant must follow specific laws, guidelines or regulations regarding allowable program expenditures.
- 3.