

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	<b>December 18, 2007</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	<b>Palm Tran</b>		
<b>Submitted By:</b>	<b>Palm Tran</b>		
<b>Submitted for:</b>			

=====

**I. EXECUTIVE BRIEF**

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

**A) Adopt** a Resolution approving a Florida Department of Transportation (FDOT) Supplemental Joint Participation Agreement (JPA) FM No. 41095918401 amending the original agreement by increasing the total amount to \$1,015,000 (a \$70,000 increase – State Funds); to provide additional funding for Commuter Bus Service from Belle Glade to Clewiston and extending the grant through June 30, 2008.

**B) Approve** a budget amendment of \$70,000 in Palm Tran's grant fund to reconcile the Fiscal Year 2008 budget to the new grant award.

**Summary:** FDOT is providing a supplemental grant of \$70,000 (100% state funds, no match required) from the Public Transit Service Development Program to continue with year six of the Commuter Bus Service from Belle Glade to Clewiston. FDOT has responded to the request the Metropolitan Planning Organization (MPO) made for additional funding to continue to provide this service during its sixth year of benefiting the Lake Region Community. The service is currently provided through a private contractor under the supervision of Palm Tran. District 6 (DR)

**Background and Justification:** In March 2002 FDOT executed the original JPA (R-2001-2225) making available state funds for the (Year 1) Demonstration Period; service started on October 1, 2002. FDOT continued to fund this project 100% for the last five years. The project will be evaluated using the Palm Tran Service Guidelines approved by the BCC in August 1999. The Commuter Bus Service has, for the first time, linked Palm Beach County's Glades Communities with Clewiston in Hendry County.

- Attachments:**
1. Resolutions (2 Copies State Required)
  2. Supplemental Joint Participation Agreement #2  
41095918401 (5 copies State Required)
  3. Supplemental Joint Participation Agreement #1
  4. Original Joint Participation Agreement R-2001-2225
  5. Budget Amendment
- =====



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	200-	200-
Grant Expenditures					
Operating Costs	\$70,000				
External Revenues	(\$70,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: \_\_\_\_\_ Fund 1341 Dep't. 542 Unit 0436 Object \_\_\_\_\_  
 Program \_\_\_\_\_ Reporting Category \_\_\_\_\_

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

C. Departmental Fiscal Review: John Murphy  
 John Murphy, Finance Manager

## III. REVIEW COMMENTS

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

Elizabeth Blaser 12/10/07  
 12/10/07 OFMB 12/10/07 CP 12/5/07

Jim J. Faust 12/11/07  
 12/11/07 Contract Dev. and Control

### B. Legal Sufficiency:

[Signature] 12/12/07  
 Assistant County Attorney

This item complies with current  
 County policies.

### C. Other Department Review:

RESOLUTION NO. R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT NUMBER 2 (JPA-41095918401) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO PROVIDE ADDITIONAL FUNDING FOR COMMUTER BUS SERVICE FROM BELLE GLADE TO CLEWISTON; ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation is authorized to provide funding for a mass transportation project; and

WHEREAS, the cooperative agreement for financial assistance will impose certain obligations upon the recipient, and may include the provision by it of the local share of the project cost; and

WHEREAS, it is required by the Florida Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that the recipient assures that it will comply with Title VI of the Civil Rights Act of 1964 and the Florida Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the recipient that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project and that specific procedures be established and administered to ensure that disadvantaged businesses have the maximum opportunity to participate in contracts for construction, supplies, equipment, or consultation and other services.

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

1. That the Board of County Commissioners has the authority to accept this Joint Participation Agreement, (referred to herein as "JPA".)
2. That the County Administrator or Executive Director of Palm Tran, Palm Beach County, Florida, is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the project.

4. That the Chair of the Board of County Commissioners is authorized to execute and file with the JPA any assurances or other documents required by the Florida Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

5. That Palm Beach County, through its Chair, is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection with the project's procurement needs.

5. That the Board of County Commissioners authorizes its Chair, on behalf of the Board of County Commissioners, of Palm Beach County, Florida, to execute the JPA with the Florida Department of Transportation in the total amount of \$1,015,000.

This resolution shall take effect immediately 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, the vote was as follows:

(District 7)	Commissioner Addie L. Greene, Chairperson	_____
(District 2)	Commissioner John F. Koons, Vice Chair	_____
(District 1)	Commissioner Karen T. Marcus	_____
(District 3)	Commissioner Robert J. Kanjian	_____
(District 4)	Commissioner Mary McCarty	_____
(District 5)	Commissioner Burt Aaronson	_____
(District 6)	Commissioner Jess R. Santamaria	_____

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

PALM BEACH COUNTY,  
FLORIDA  
BY ITS BOARD OF  
COMMISSIONERS  
Sharon R. Bock, Clerk and Comptroller

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number 2**

725-030-07  
PUBLIC TRANSPORTATION  
04/07  
Page 1 of 4

Financial Project No.: 41095918401 <small>(item-segment-phase-sequence)</small>	Fund: DS	FLAIR Approp.: 088774
Contract No.: AL615	Function: 680	FLAIR Obj.: 750012
Catalog of Federal Domestic Assistance Number:	Federal No.:	Org. Code: 55042010429
	DUNS No.:	Vendor No.: 596000785153
	Catalog of State Financial Assistance Number: 55012	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Palm Beach County Board of County Commissioners, 302 North Olive Avenue, West Palm Beach, hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 11th day of March, 2002, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$1,015,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended

To provide additional funding to Palm Beach County for transportation and marketing services on the Lake Region Commuter Route, between Belle Glade in Palm Beach County and Clewiston in Hendry County.

Attachment 2  
Pg 2 of 5

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is increased by \$70,000.00  
bringing the revised total cost of the project to \$ 1,015,000.00

Paragraph 4.00 of said Agreement is increased by \$70,000.00  
bringing the Department's revised total cost of the project to \$ 1,015,000.00

**3.00 Amended Exhibits:**

Exhibit(s) B of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement June 30th, 2008

Attachment 2  
Pg 3 of 5

725-030-07  
PUBLIC TRANSPORTATION  
04/07  
Page 3 of 4

Financial Project No. 41095918401

Contract No. AL615

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated March 11th 2002  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

FDOT

Palm Beach County Board of County Commissioners  
AGENCY NAME

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

District Director of Transportation Development  
TITLE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

\_\_\_\_\_  
Palm Beach County Attorney

  
\_\_\_\_\_  
Executive Director  
PALM TRAN

Attachment 2  
Pg 4 of 5

725-030-07  
PUBLIC TRANSPORTATION  
04/07  
Page 4 of 4

Financial Project No. 41095918401

Contract No. AL615

Agreement Date \_\_\_\_\_

ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between  
the State of Florida, Department of Transportation and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach

dated \_\_\_\_\_

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

I.	Project Cost:	As Approved	As Amended	Net
		\$945,000.00	\$1,015,000.00	\$70,000.00
	Total Project Cost	\$945,000.00	\$1,015,000.00	\$70,000.00
I.	Fund	As Approved	As Amended	Net
	Department:	\$945,000.00	\$1,015,000.00	\$70,000.00
	Agency:	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
	Total Project Cost	\$945,000.00	\$1,015,000.00	\$70,000.00

Comments:



III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

R2003 1378 SEP 09 2003

Attach 3  
Pg 1 of 6

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION

## SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

725-030-07

PUBLIC TRANSPORTATION

07/02

Page 1 of 5

Financial Project No.: <u>41095918401</u> (item-segment-phase-sequence)	Fund: <u>OS</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>AL615</u>	Function: <u>680</u>	FLAIR Obj.: <u>750012</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
		Vendor No.: <u>VF596000785153</u>
		Catalog of State Financial Assistance Number: <u>55012</u>

THIS AGREEMENT, made and entered into this 6 day of October, 2003.by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Palm Beach County Board County Commissioners301 North Olive Avenue West Palm Beach, FL 33401

hereinafter referred to as Agency.

## WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 11th day of March, 2002,  
entered into a Joint Participation Agreement; andWHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; andWHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$945,000.00NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended  
is to provide additional funding to Palm Beach County on a Service Development project consisting of a new route between  
Belle Glade and Clewiston, and marketing/promotion of the new service,

Attach 3  
Pg 2 of 6

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is increased by \$ 595,000.00

bringing the revised total cost of the project to \$ 945,000.00

Paragraph 4.00 of said Agreement is increased by \$ 595,000.00

bringing the Department's revised total cost of the project to \$ 945,000.00

**3.00 Amended Exhibits:**

Exhibit(s) B of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement October 31st, 2005

Attach 3  
Pg 3 of 6

Financial Project No. 41095918401

Contract No. AL615

Agreement Date OCT 06 2003

Except as hereby modified, amended or changed, all other terms of said Agreement dated March 11th, 2002  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

R2003 1378

AGENCY

FDOT

Palm Beach County Board County Commissioners

AGENCY NAME

**Karen T. Marcus**

SIGNATORY (PRINTED OR TYPED)

*[Signature]*

SIGNATURE SEP 09 2003

**Chair**

TITLE

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

OCT 01 2003

*[Signature]*

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

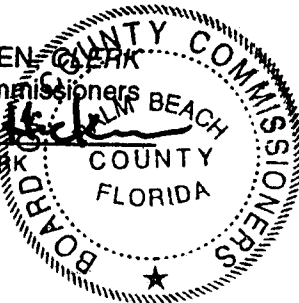
*[Signature]*

DEPARTMENT OF TRANSPORTATION

TITLE

DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

By *[Signature]*  
DEPUTY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*[Signature]*  
Palm Beach County Attorney

APPROVED AS TO TERMS AND CONDITIONS

*[Signature]*  
Perry J. Maull, Executive Director  
Palm Tran

Attach 3  
Pg 4 of 6

Financial Project No. 41095918401

Contract No. AL615

Agreement Date OCT 06 2003

ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County Board County Commissioners  
301 North Olive Avenue West Palm Beach, FL 33401

dated OCT 06 2003

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

I.	Project Cost:	As Approved	As Amended	Net Change
		\$350,000.00	\$945,000.00	\$595,000.00
	Total Project Cost	\$350,000.00	\$945,000.00	\$595,000.00
I.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$350,000.00	\$945,000.00	\$595,000.00
	Agency:	\$0.00	\$0.00	\$0.00
	Other:			\$0.00
	Total Project Cost	\$350,000.00	\$945,000.00	\$595,000.00

Comments:

This project has received a waiver for local match from the Rural Economic Development Initiative and is now funded at 100 percent for Fiscal Year 2003/2004 funds.

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY  
FY  
FY  
FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Attach 3  
Pg 6 of 6



@; user I.D. F1989HL

<MVS@DOT>

10/01/2003 06:05 PM

To: PT429MF@dot.state.fl.us

cc:

Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AL615

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AL615 Contract Type: AK Method of Procurement: G  
Vendor Name: PALM BEACH COUNTY BOCC  
Vendor ID: VF596000785153  
Beginning date of this Agmt: 03/11/02  
Ending date of this Agmt: 10/31/05

\*\*\*\*\*  
Description: 41095918401

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: SUPPLEMENTAL Funds have been: APPROVED

55	042010429	*PT	*750012	*	595000.00	*41095918401	*680
2004			*55100300			*088774/04	
S001			*00	*	1	*0002/04	

-----  
TOTAL AMOUNT: \*\$ 595,000.00 \*

-----  
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 10/01/2003

R2001 2225 DEC 18 2001

Attachment 4  
Pg 1 of 16STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENTFORM 725-030-06  
PUBLIC TRANSP ADMIN - 07/01  
Page 1 of 12

Financial Project No.: 41095918401 (item-segment-phase-sequence)	Fund: _____	FLAIR Approp.: 088774
Contract No.: <u>AL 615</u>	Function: 680	FLAIR Obj.: 750012
Catalog of Federal Domestic Assistance Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: 55042010429
		Vendor No.: VF-596000785153
	Catalog of State Financial Assistance Number: 55012	

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of MARCH, 2002,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
302 North Olive Avenue, West Palm Beach, FL 33401  
hereinafter referred to as Agency.

## WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is

Is to provide funding to Palm Beach County for a Service Development project consisting of a new route between Belle Glade and Clewiston, and marketing/promotion of the new service,

and as further described in Exhibit(s) A, B, & C attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.



## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 350,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 350,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in paragraph 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage ☐ is ☒ is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in paragraph 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under paragraph 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

**7.61 Federal Audit:** In the event the Agency expends a total of \$300,000 or more in Federal awards in its fiscal year, the Agency must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133. 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. If the Agency expends less than \$300,000, this audit is not required and if the Agency elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, the cost of the audit must be paid from non-Federal funds.

The Agency agrees to allow the Department or an independent auditor of the Department, the State Comptroller, and the Auditor General access to the Agency's records and financial statements as may be necessary for complying with the requirements of 31 U.S.C. 7501 et seq.

Pursuant to OMB Circular A-133, Section .320(d), the Agency shall provide a copy of the reporting package and any management letters to the Department, or copies of audit reports for audits conducted in accordance with OMB Circular A-133, to the Department and to:

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

**7.62 State Audit:** In the event that the Agency expends a total of \$300,000 or more in State awards in its fiscal year, the Agency must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes and the applicable rules of the Executive Office of the Governor, the State Comptroller, and the Auditor General. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State agency. If the Agency expends less than \$300,000, this audit is not required and if the Agency 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 non-State funds. The Agency agrees to allow the Department, the State Comptroller, and the Auditor General. In determining the State awards expended in its fiscal year, the agency shall consider all sources of State awards except State awards except State awards received for Federal program matching requirements shall be excluded from consideration. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State agency. If the Agency expends less than \$300,000, this audit is not required and if the Agency 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 non-State funds.

The Agency agrees to allow the Department, the State Comptroller, and the Auditor General access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, Florida Statutes.

The Agency shall provide annual financial reporting package of audits prepared in accordance with Section 215.97, Florida Statutes, and applicable Rules of the Auditor General to the Department and to:

State of Florida Auditor General  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

**7.63 Other Requirements:** If an audit discloses any significant audit findings relating to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.70 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility.

In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section with an Exhibit "C".

#### **8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District FOUR Public Transportation Office 3400 W Commercial Blvd., Ft. Laud., FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

**8.13** For real property acquired, submit;

- (1) the date the Agency acquired the real property,
- (2) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (3) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein; or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

**8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in paragraphs 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

**12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

**12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**12.31 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

**12.32 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, disability and familial status.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA, the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency 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 Agency, 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.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

The parties recognize and accept the funding restrictions set forth in Section 339.135(6)(a), and Section 129.07, Florida Statutes, which may affect each of the parties' obligations. Those provisions are as follows:

(a) 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. Section 339.135(6)(a), Florida Statutes.

(b) It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.

When either party receives a notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim.



**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated: "(a) 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 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 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2003. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary, District FOUR. Expiration of this Agreement will be considered termination of the project and the procedure established in paragraph 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid-by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b) will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor 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.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (904)488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

**23.00 Public Entity Crime:** Pursuant to 287.133(3)(a) F.S. the following is applicable to this agreement. 287.133(2)(a) "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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**24.00 Discrimination:** 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.

Attach 4  
Pg 12 of 16

WPI NO. N/A  
FM NO. 41095918401  
Contract No. AL615  
Agreement Date MAR 11 2002

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

R2001 2225

AGENCY: PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

FDOT

BY: [Signature] DEC 18 2001

See attached Encumbrance Form for date of Funding  
Approval by Comptroller MAR 08 2002 [Signature]

TITLE: Warren H. Newell, Chairman

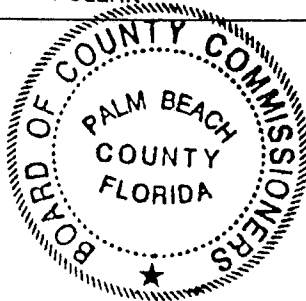
[Signature]  
LEGAL APPROVAL  
DEPARTMENT OF TRANSPORTATION  
[Signature]  
DEPARTMENT OF TRANSPORTATION

ATTEST: \_\_\_\_\_

DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

By [Signature]  
DEPUTY CLERK

TITLE: \_\_\_\_\_



[Signature] for Director of Planning & Product  
TITLE

ATTEST: [Signature] (SEAL)  
EXECUTIVE SECRETARY OR NOTARY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]  
County Attorney

[Signature]  
APPROVED AS TO TERMS  
AND CONDITIONS

Attach 4  
Pg 13 of 16

FM NO. 410959-1-84-01  
CONTRACT NO: AL615

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Dated: MAR 11 2002.

**PROJECT LOCATION:**

Palm Beach County

**PROJECT DESCRIPTION:**

The purpose of this Agreement is to provide funding to the Palm Beach County Board of County Commissioners for a Service Development Project consisting of starting a new route/service between Belle Glade and Clewiston, and marketing/promotional activities required.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, WPI number and Job number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

N/A

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Dated MAR 11 2002.

I. PROJECT COST: \$ 350,000.00

Operating, Start-up Costs, Marketing  
Promotional Items, Administration, and  
Contingency

TOTAL PROJECT COST: \$ 350,000.00

II. PARTICIPATION:

Agency Participation

In-Kind	(	%)	\$
Cash	(	%) or	\$
Other	(	%)	\$

Maximum Department Participation,  
Primary

(DS)(DDR)(DIM)(PORT) (CIGP)	( 100 %)	or	\$ 350,000.00
Federal Reimbursable (DU)(CM)(DFTA)	(	%) or	\$
Local Reimbursable (DL)	(	%) or	\$

TOTAL PROJECT COST \$ 350,000.00  
(For first year)

Note: Additional funding for year 2 will be at 90%/10% match, and year 3 at 80%/20%. Continued funding will depend on project success.

The total estimated cost of the project as indicated above and in section 3.00 of the Agreement is for year 1 only. The parties' obligation to continue the project after year 1 is contingent upon an appropriation by each party for the purposes contemplated herein.

Attach 4  
Pg 15 of 16

FM NO. 410959-1-84-01

CONTRACT NO. AL615

**EXHIBIT "C"**  
**(GENERAL - with Safety Requirements)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County Board of County Commissioners dated MAR 11 2002.

Reference statutes as applicable. Chapter 341

Mark the required Safety submittal or provisions for this agreement if applicable.

**Safety Requirements**

XX Bus Transit System - In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

       Fixed Guideway System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

       Fixed Guideway System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

**Other items may be added as required.**

1. Quarterly Progress Reports due within 30 days of the end of the quarter.
2. Copies of all correspondence related to this project.
3. Audit reports as described in Section 7.60 of this JPA.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FORM 350-020-01  
ENCUMBRANCE INPUT FORM COMPTROLLER-FIN ADMIN 3/99

RUSH \_\_\_\_\_ (Needed by 03/15/2002 (date))  
Reason for RUSH : \_\_\_\_\_  
\_\_\_\_ Advertise \_\_\_\_\_ (Letting Date) \_\_\_\_\_ Termination/Cert of Comp \_\_\_\_\_  
Award \_\_\_\_\_ LOA \_\_\_\_\_ Supplemental \_\_\_\_\_ Renewal \_\_\_\_\_ Correction \_\_\_\_\_  
\_X\_ New \_\_\_\_\_ Addition \_\_\_\_\_ Court Order \_\_\_\_\_ Overrun \_\_\_\_\_

Contract # AL615 Contract Type JPA Method of Procurement G  
Vendor Name PALM BCH BD CO COMM Vendor ID VF-596000785153  
Has Written/Verbal Approval from a Participating Federal Agency  
been received \_\_\_\_\_ Yes X No \_\_\_\_\_  
Fed Agmt Amt \_\_\_\_\_ State Funds 350,000 Local Funds \_\_\_\_\_  
Beginning date of this Agmt: 03/18/02 (Must be after fund approval)  
Ending date of this Agmt: 12/31/03 (Estimate if necessary)  
Execution date of this Agmt: /// (Only on original agreements)  
Has work been authorized to begin? \_\_\_\_\_ Yes X No \_\_\_\_\_  
Have standard financial provisions been altered by contract terms?  
\_\_\_\_\_ Yes X No \_\_\_\_\_ If so, show Revision date: \_\_\_\_\_  
Does this agreement and/or change order include provisions for  
reimbursement to D.O.T. from other entities? \_\_\_\_\_ Yes X No \_\_\_\_\_

Brief Description of Work/Comments: SERVICE DEVELOPMENT PROJECT  
NEW BUS ROUTE BETWEEN BELLE GLADE & CLEWISTON CSFA #55012  
RECIPIENT TYPE C

\*\*\*\*\*  
ORG-CODE \*EO \* OBJECT \* AMOUNT \*FIN PROJ or JOB # \*FCT  
(FISCAL YEAR) (FUND) alpha

=====

55	042010429	*PT	*	750012	*	\$350,000.00	*	41095918401	*	680
	(01/02)							(DS)		

-----

55	xxxxxxxxx	*xx	*	xxxxxx	*	\$		*	xxxxxxxxxxx	*	xxx
	(xx/xx)								(xxxx)		

-----

55	xxxxxxxxx	*xx	*	xxxxxx	*	\$		*	xxxxxxxxxxx	*	xxx
	(xx/xx)								(xxxx)		

-----

TOTAL AMOUNT \* \$ 350,000.00 \*

Originator: Toby J. Wright DATE SENT: 03-06-02 PH/SC: 436-4483  
E-mail USERID(s) pt429tw/pm448cd

\*\*\*\*\*  
TO BE COMPLETED BY OFFICE OF COMPTROLLER

\*\*\*\*\*  
BUDGET ENTITY 100300 CATEGORY 088774-02

WORK PROGRAM VERIFICATION OK

ALLOTMENT \_\_\_\_\_ YEAR \_\_\_\_\_ DATE CHECKED \_\_\_\_\_

CI NEW/04 6S LINE 0001

FUNDS APPROVED BY Josephine Jones

FOR ROBIN M. NAITOVE, CPA, COMPTROLLER DATE: 03/08/2002

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET AMENDMENT**

BGRV 540 110907\*265  
BGEX 540 110907\*1713

**FUND 1341 Transportation Authority**

COUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 11/9/2007	REMAINING BALANCE
<b><u>Wriston Lake Route Region Service</u></b>							
Transportation	45,000	45,000	70,000		115,000		
Balances	44,397,444	44,630,103	70,000	0	44,700,103		
<b><u>Wriston Lake Route Region Service</u></b>							
Services	45,275	45,275	70,000		115,275	14,294	100,981
ions &	44,397,444	44,630,103	70,000	0	44,700,103		

**Signatures**

**Date**

12/23/07

**By Board of County Commissioners  
At Meeting of December 18, 2007**




**Deputy Clerk to the  
Board of County Commissioners**

Attachment 5  
Pg 1 of 3



View All (1 of 1) : Document validated successfully  
BGEX - 540- 1109070000000001713- 1- New- Draft

Action Menu

	Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease
  	2008	1341	542	5420436OA	0436	3401	\$70,000.00	Increase
Insert New Line Insert Copied Line								
First Prev Next Last								




Perform Budget Rollup Smart Budget Rollup Load Existing Links Choose Centralized Revenue Line(s)  
Expense Budget

Action :	Modify	Budget FY :	2008
Event Type :	BG03	Fiscal Year :	2008
Name :		Period :	2
Start Date :		Fund :	1341
End Date :		Department :	542
Dollar Amount :	\$70,000.00	Appr Unit :	5420436OA
Increase/Decrease :	Increase	Unit :	0436
		Object :	3401
		Other Contractual Services *	
		Contact :	
		Contact Name :	
		Description :	
		House Bill Number :	

Menu

View All (1 of 1) : Document validated successfully  
BGRV - 540- 1109070000000000265- 1- New- Draft

Action Menu

	Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease
  	2008	1341	542	0436	3449	\$70,000.00	Increase
Insert New Line Insert Copied Line							
First Prev Next Last							

Action :	<input type="text" value="Modify"/>	Budget FY :	<input type="text" value="2008"/>
Event Type :	<input type="text" value="BG25"/>	Fiscal Year :	<input type="text" value="2008"/>
Name :	<input type="text"/>	Period :	<input type="text" value="2"/>
Start Date :	<input type="text"/>	Fund :	<input type="text" value="1341"/>
End Date :	<input type="text"/>	Department :	<input type="text" value="542"/>
Dollar Amount :	<input type="text" value="\$70,000.00"/>	Unit :	<input type="text" value="0436"/>
Increase/Decrease :	<input type="text" value="Increase"/>	Revenue :	<input type="text" value="3449"/>
State Gmt Oth Transportation			
Contact :	<input type="text"/>		
Contact Name :	<input type="text"/>		
Description :	<input type="text"/>		
House Bill Number :	<input type="text"/>		

Save	Undo	Print	Validate	Submit	Close
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Menu