

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$310,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$264,389>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$45,611	-0-	-0-	-0-	-0-

* See OFMB comment

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No X
 Budget Acct No.: Fund__ Dept__ Unit__ Object__
 Program

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

Transportation Improvement Fund
 FDOT JPA-Signal at Boynton Bch Blvd & Old Boynton Rd
 State Grant Capital-Transport
 Pavement Marking & Signals

Should the final cost exceed the grant funding, the Developer (Sembler) will be billed for the difference as part of their development order condition.

C. Departmental Fiscal Review: R. A. Wand 4/7/08

III. REVIEW COMMENTS

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

Estimated cost of traffic signal is \$310,000. The Sembler Company will pay the county for all costs over \$264,389.

Atwillhite 5.5.08
 OFMB 5/5/08
 SP 5/5/08 CN 4/22/08

Ann J. Jacoby 5/6/08
 Contract Dev. and Control
 5/6/08

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

Malcolm R. Little
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RESOLUTION NO. R-2008 –

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 INTERSECTION IMPROVEMENTS (SIGNAL CONSTRUCTION) AT BOYNTON BEACH BOULEVARD AND OLD BOYNTON

WHEREAS, the State of Florida Department of Transportation had planned to reconstruct the existing traffic signal at the at the intersection of Boynton Beach Boulevard and Old Boynton Road, and

WHEREAS, the State of Florida Department of Transportation design of the traffic signal did not accommodate a planned roadway widening on Old Boynton Road, and

WHEREAS, the State of Florida Department of Transportation and Palm Beach County desire to have the \$264,389 that the State of Florida Department of Transportation saved by not constructing the traffic signal used by Palm beach County to construct the traffic signal, and

WHEREAS, The State of Florida Department of Transportation 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.

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 -
- ROBERT J. KANJIAN -
- MARY McCARTY -
- BURT AARONSON -
- JESS R. SANTAMARIA -

The Chairperson thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2008.

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

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

THIS Joint Participation Agreement (hereinafter referred to as "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** located at **2300 N. JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745**, hereinafter called the **COUNTY** .

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **COUNTY** are desirous of having the **COUNTY** make certain improvements in connection with Financial Management (FM) Number **403605-2-58-01 (Funded in Fiscal Year 2007/2008) for Construction and Construction Engineering Inspection (CEI) Services for Installation of a Mast Arm Traffic Signal at the intersection of SR-804/Boynton Beach Blvd. and Old Boynton Road in Palm Beach County, Florida**; Refer to Exhibit "A" of this Agreement for a detailed Scope of Services; 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 Resolution No. _____ adopted on _____, 200____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this **AGREEMENT**.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **COUNTY** shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. 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 extra cost.
4. The **COUNTY** shall have the sole responsibility for resolving claims and requests for additional work for the Project. The **COUNTY** will make best efforts to obtain the **DEPARTMENT** input in its decisions.
5. The cost of the installation of a mast arm traffic signal is estimated to be **TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED EIGHTY NINE DOLLARS (\$264,389.00)**. The **DEPARTMENT** will pay the **COUNTY** an amount not to exceed **TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED EIGHTY NINE DOLLARS (\$264,389.00)** for the **PROJECT**

based on a percentage of completion for actual costs incurred, as detailed in progress reports. The **COUNTY** will invoice the **DEPARTMENT** on a monthly basis. In the event the actual cost of the **PROJECT** exceeds the **DEPARTMENT'S** share of **TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED EIGHTY NINE DOLLARS (\$264,389.00)**, the overruns in the cost shall be the sole responsibility of the **COUNTY**.

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

6. The **COUNTY** must apply and be granted a permit, from the **DEPARTMENT**, before the construction of the **PROJECT**.
7. The **COUNTY** shall furnish the **DEPARTMENT** with 'as built' plans, after the construction of the **PROJECT**.
8. The **COUNTY** must submit the final invoice to the **DEPARTMENT** within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period will not be paid.
9. The **DEPARTMENT'S** obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
10. In the event it becomes necessary for the **DEPARTMENT** 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 Broward County.
11. 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.
12. Except as otherwise set forth herein, this **AGREEMENT** shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until the Project is **completed** as evidenced by the written acceptance of the **DEPARTMENT** or **June 30, 2010**, whichever occurs first.
13. If this **AGREEMENT** involves units of deliverables, then such units must be received and accepted in writing by the 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.
14. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

15. The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. 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.
16. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **COUNTY** . Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices that have to be returned to a **COUNTY** because of **COUNTY** 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**.
17. 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, at 1-800-848-3792.
18. 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.
19. 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."