

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 20, 2008

☒ Consent  
☐ Workshop

☐ Regular  
☐ Public Hearing

Department:

Submitted By: Engineering & Public Works  
Submitted For: Roadway Production Division

Project No. 1998506A

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: Adopt a resolution approving a Transportation Regional Incentive Program (TRIP) Agreement with the State of Florida Department of Transportation (FDOT), in the amount of \$5,400,596 for the intersection improvements at Jog Road and 45th Street (Project).

**Summary:** Through this Agreement, Palm Beach County (County) will receive a grant of \$5,400,596 from the TRIP for the Project. The County will be responsible for all costs above this grant.

**District:** 6 (MRE)

**Background and Justification:** The TRIP is intended to provide grants to improve regionally significant transportation facilities. The Project will construct a four lane divided urban arterial from 45<sup>th</sup> Street to 0.8 miles north of 45<sup>th</sup> Street. The County's funding for this Project is in the currently adopted Five-Year Road Program for fiscal year 2008.

**Attachments:**

1. Location Sketch
2. Agreement (7 copies)
3. Resolution (7 copies)

Recommended by: *for*

*for*  
Division Director

Date

4/17/08 *[Signature]*

Approved By: *S. T. Wehl*

County Engineer

Date

4/20/08

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	#10,801,192	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<#5,400,596>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	#5,400,596	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

### Budget Account No.:

Fund \_\_\_\_\_ Agency \_\_\_\_\_ Organization \_\_\_\_\_ Object \_\_\_\_\_

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

This item has no immediate fiscal impact.

\* At the time of awarding the construction contract we will do a Budget Amendment to recognize the funding from FDOT for this TRIP Grant agreement as well as provide the County's matching funds.

### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

atwillhite 5.6.08 Jim J. Jacobs 5/13/08  
OFMB SN CN Contract Dev. and Control  
5/5/08 5/6/08 4/28/08 5/7/08

### B. Legal Sufficiency:

Monique R. Little 5/13/08  
Assistant County Attorney

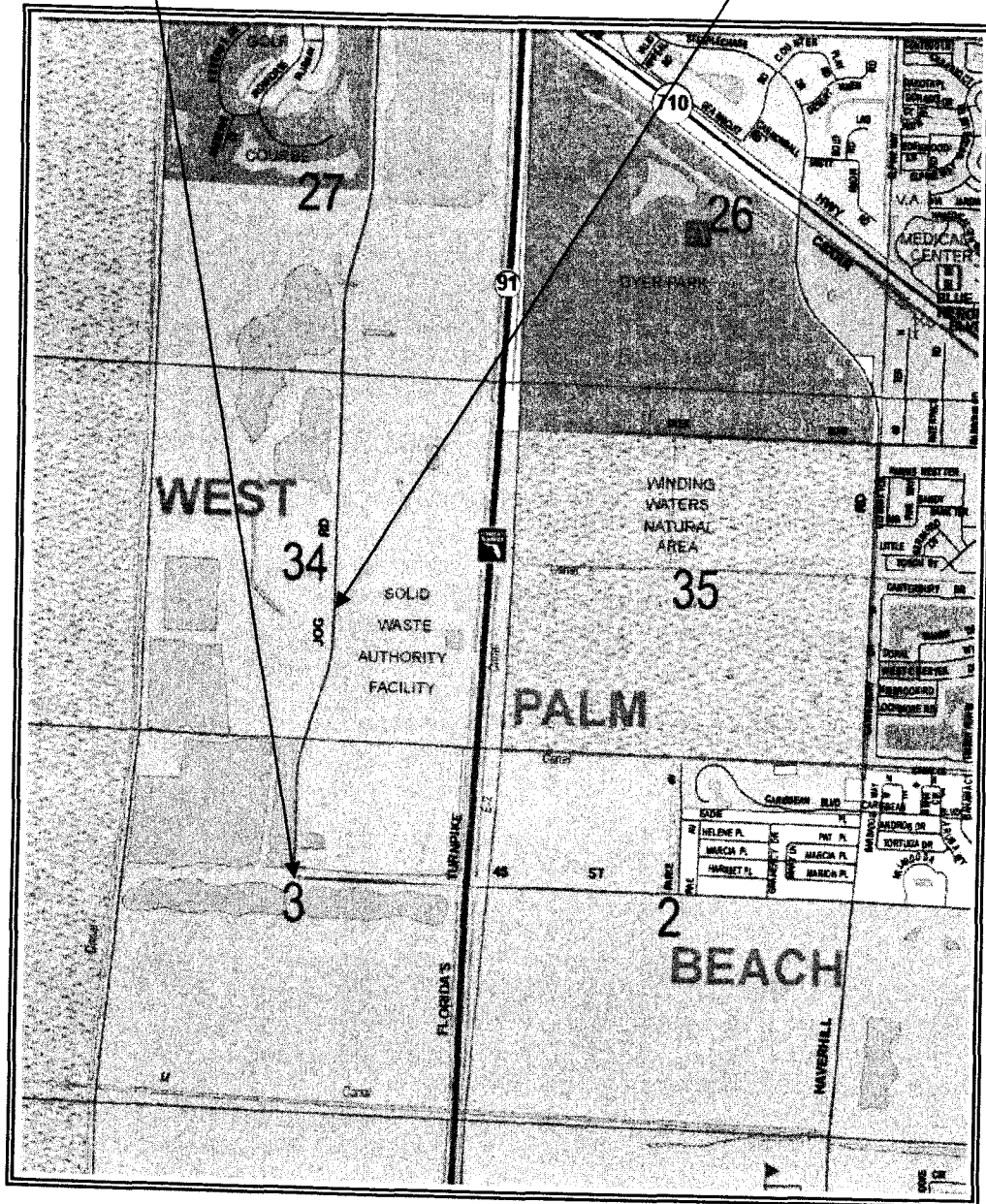
This Contract complies with our  
contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**PROJECT LOCATION**  
**JOG ROAD**  
**45<sup>TH</sup> STREET TO 0.8 MI NORTH OF 45<sup>TH</sup> STREET**  
**PALM BEACH COUNTY PROJECT #1998506**



LOCATION MAP

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**

THIS Transportation Regional Incentive Program Agreement ("AGREEMENT"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**DEPARTMENT**," and **PALM BEACH COUNTY**, hereinafter referred to as the "**COUNTY**."

**WITNESSETH**

**WHEREAS**, the **DEPARTMENT** is willing to provide the **COUNTY** with financial assistance under Financial Management (FM) No. **422769-2-58-01 Construction and Construction Engineering Inspection (CEI) Services for Intersection Improvements on Jog Road at 45<sup>th</sup> Street**. Refer to **Exhibit "A"**, Scope of Services attached hereto and made a part hereof; and

**WHEREAS**, the purpose of this Agreement, the **Construction and CEI services of Jog Road at 45<sup>th</sup> Street** hereinafter referred to as the "**PROJECT**," is in accordance with **Fla. Stat. §339.2819**; and

**WHEREAS**, the **DEPARTMENT** has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and

**WHEREAS**, the Transportation Regional Incentive Program was created by **Fla. Stat. §339.2819** to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to **Fla. Stat. §339.155 (5)**; and

**WHEREAS**, the **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of **Fla. Stat. §339.2819**; and

**WHEREAS**, the Southeast Florida Regional Transportation Council, acting as a designated regional partnership under **Fla. Stat §339.155 (5)(c)** and formed by an interlocal agreement, designated **Jog Road** as a regional facility.

**WHEREAS**, the **COUNTY** by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. **SERVICES AND PERFORMANCE**

A) The **PROJECT** consists of: **Intersection Improvements on Jog Road at 45<sup>th</sup> Street**.

- B) The **COUNTY** agrees to undertake the design, construction and construction engineering and inspection (CEI) of the **PROJECT** in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The **COUNTY** shall be responsible for obtaining clearances/permits required for the construction of the **PROJECT** from the appropriate permitting authorities. Upon completion of the **PROJECT**, the **COUNTY** shall certify to the **DEPARTMENT** in writing that the **PROJECT** has been completed in accordance with the applicable standards, statutes, rules and regulations.
- C) The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **COUNTY** and of the details thereof. Coordination shall be maintained by the **COUNTY** with representatives of the **DEPARTMENT**. The **COUNTY** shall provide the **DEPARTMENT** with monthly progress reports.
- D) The **COUNTY** shall not assign or transfer any work under this Agreement without the prior written consent of the **DEPARTMENT**.
- E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	Palm Beach County- Roadway Production
3400 West Commercial Blvd.	2300 N. Jog Road, 3 <sup>rd</sup> Floor West
Fort Lauderdale, FL 33309-3421	West Palm Beach, FL 33411-2745
Attn: Leos A. Kennedy, Jr.	Attn: Holly Knight, P.E.
With a copy to: Arleen Dano	With a copy to: County Attorney
A second copy : District General Counsel	

### 3. TERM

- A) 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, 2011**, whichever occurs first, or unless terminated earlier in accordance with the terms of paragraph 9.
- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the **DEPARTMENT'S** Director of Transportation Development or Designee's Approval.

### 4. COMPENSATION AND PAYMENT

- A) The **COUNTY** and the **DEPARTMENT** agree to share the cost of this **PROJECT** **FM #422769-2-58-01**. The **COUNTY** agrees to provide one-half (1/2) of the **PROJECT** expenditures and the **DEPARTMENT** agrees to provide the other one-half (1/2) pursuant to **Fla. Stat. §339.2819**.
- B) The estimated total cost as set forth in the **DEPARTMENT'S** adopted work program for this **PROJECT** is **TEN MILLION EIGHT HUNDRED ONE THOUSAND ONE HUNDRED NINETY TWO DOLLARS (\$10,801,192.00)**. The estimated **COUNTY** share for one-half (1/2) the **PROJECT** cost is **FIVE MILLION FOUR HUNDRED**

**THOUSAND FIVE HUNDRED NINETY SIX DOLLARS (\$5,400,596.00).** The estimated **DEPARTMENT** share for one-half (1/2) the **PROJECT** cost is **FIVE MILLION FOUR HUNDRED THOUSAND FIVE HUNDRED NINETY SIX DOLLARS (\$5,400,596.00)** which is the maximum participation by the **DEPARTMENT**, for actual costs incurred during the construction and CEI phase. The parties further agree all remaining costs of the **PROJECT** shall be the sole responsibility of the **COUNTY**.

- i) In the event the **COUNTY** proceeds with the construction/construction inspection of the **PROJECT** with its own forces, the **COUNTY** will only be reimbursed for direct costs (this excludes general and administrative overhead).

The CEI services will be provided, when required by specifications [defined as Contractor Quality Control (CQC)], by personnel meeting the requirements of the **DEPARTMENT'S** Construction Training and Qualification Program (CTQP). The County may choose to satisfy this requirement by either hiring a **DEPARTMENT** prequalified consultant firm or utilizing **COUNTY** staff that meet these requirements or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the **PROJECT** at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

- ii) All costs charged to the **PROJECT** shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- C) The **COUNTY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- D) 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-day time period will not be paid.
- E) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT** under Section 334.044 (29), Florida Statutes.
- F) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
- G) Travel costs will not be reimbursed.
- H) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- I) The **COUNTY** shall submit one invoice (3 copies), plus supporting documentation required by the **DEPARTMENT** to the Project Manager for approval and processing on a monthly basis.

- J) The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) working days to inspect and approve the goods and services. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The Twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- K) If a payment is not available within Forty (40) days, separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., 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 error 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**.
- L) 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 payments(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.
- M) Records of costs incurred under 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 **COUNTY** and all subcontractors performing work on the project, and all other records of the **COUNTY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
- N) 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 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.

## 5. ROADWAY LEVEL OF SERVICE

- A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the **DEPARTMENT** for the PROJECT limits.
- B) The logical termini for level of service purposes are Okeechobee Blvd/(SR-704) to 45<sup>th</sup> Street/(CR-702).

- C) The **COUNTY** agrees that once the additional capacity from the **PROJECT** is available for purposes of concurrency under **Fla. Stat. §163.3180**, it will officially adopt the **DEPARTMENT'S** level of service for the segment of **Jog Road** between the logical termini specified in (B), above. This will be accomplished through and update to the comprehensive plan within one year.

## 6. INDEMNITY AND INSURANCE

### A) INDEMNITY

- i) When either party receives 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 jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- ii) With respect to any of the **COUNTY'S** agents, consultants, subconsultants, 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, subconsultants, contractors and/or subcontractors. 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.

### B) LIABILITY INSURANCE.

- i) The **COUNTY** shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the **COUNTY** maintains a self-insurance fund to cover such liability, the **COUNTY** agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the **COUNTY** must comply or cause its contractor to comply with §7-13 of the **DEPARTMENT'S** Standard Specifications for Road and Bridge Construction (2007), as amended. Upon the **DEPARTMENT'S** request the **COUNTY** must provide documentation to the **DEPARTMENT** that shows that the insurance requirements are being met in accordance with the Agreement.

### C) WORKERS' COMPENSATION.

- i) The **COUNTY** shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

## 7. COMPLIANCE WITH LAWS

- A) The **COUNTY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **COUNTY** in conjunction with this Agreement. Failure by the **COUNTY** to grant



such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

- B) The **COUNTY** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The **COUNTY** and the **DEPARTMENT** agree that the **COUNTY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in **§337.274, Florida Statutes**.

## 8. **AUDITS**

- A) The administration of resources awarded by the **DEPARTMENT** to the **COUNTY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

### B) **MONITORING**

- i) 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 the **COUNTY** regarding such audit. The **COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the **DEPARTMENT'S** Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

### C) **AUDITS**

#### i) **PART I: FEDERALLY FUNDED**

- (1) 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:
- (2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 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. **EXHIBIT "B"** to this Agreement attached hereto and made a part hereof indicates Federal resources awarded through the **DEPARTMENT** by this Agreement, if applicable. 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.

- (3) 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.
- (4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 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. In the event that the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and 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).
- (5) 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.

ii) **PART II: STATE FUNDED**

- (1) 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:
- (2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, 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. **EXHIBIT "B"** indicates state financial assistance awarded through the Department by this agreement, if applicable. 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.
- (3) 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.

- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and 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).
- (5) 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.

**iii) PART III: OTHER AUDIT REQUIREMENTS**

- (1) 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.
- (2) 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 Comptroller, 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.

**iv) 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:

Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District Single Audit Liaison

- (2) 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

(3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(4) 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 the following:

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

(5) 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 the following address:

Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District Single Audit Liaison

(6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District Single Audit Liaison

(7) 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

(8) 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 the **DEPARTMENT** at the following address:

Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Karen Maxon, District Single Audit Liaison

- (9) 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.
- (10) 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.

**V) 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, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the **DEPARTMENT**, or its designee, the state 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**.

**9. TERMINATION AND DEFAULT**

- A) This Agreement may be canceled by either the **COUNTY** or the **DEPARTMENT** upon sixty (60) days written notice.
- B) If the **DEPARTMENT** determines that the performance of the **COUNTY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **COUNTY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the **DEPARTMENT**.
- C) If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **COUNTY**, the **DEPARTMENT** shall notify the **COUNTY** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the **COUNTY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **COUNTY**.

**10. MISCELLANEOUS**

- A) 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.
- B) The **DEPARTMENT** shall not be obligated or liable hereunder to any party other than

the **COUNTY**.

- C) In no event shall the making by the **DEPARTMENT** of any payment to the **COUNTY** 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 **COUNTY**, and the making of such payment by the **DEPARTMENT** while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the **DEPARTMENT** with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are 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 or conditions contained herein shall be effective unless contained in a written document executed by the **COUNTY** and the **DEPARTMENT**.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the **PROJECT** is completed, accepted in writing by the **DEPARTMENT**, and payment made by the **DEPARTMENT** or terminated in accordance with Paragraph 9 **TERMINATION AND DEFAULT**.
- H) An entity or affiliate which 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.
- I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of **PALM BEACH COUNTY** or its designee, as authorized by Resolution Number \_\_\_\_\_, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

**PALM BEACH COUNTY, FLORIDA**

ATTEST:  
SHARON R. BOCK

BY: \_\_\_\_\_  
CLERK & COMPTROLLER (SEAL)

BY: \_\_\_\_\_

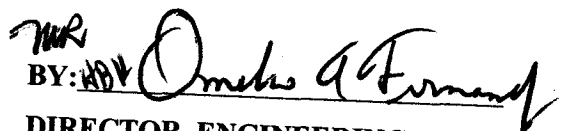
NAME: ADDIE L. GREENE

TITLE: CHAIRPERSON

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

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

BY:   
DIRECTOR, ENGINEERING & PUBLIC  
WORKS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST:

BY: \_\_\_\_\_  
EXECUTIVE SECRETARY (SEAL)

BY: \_\_\_\_\_  
INTERM DIRECTOR OF TRANSPORTATION DEVELOPMENT  
DISTRICT 4

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Fla. Dept. of Trans. Legal Review

BY: \_\_\_\_\_  
Date \_\_\_\_\_

Availability of Funds Approval:

\_\_\_\_\_  
Date \_\_\_\_\_

## **EXHIBIT – “A” SCOPE OF SERVICES**

This PROJECT consists of the County performing Construction and Construction Engineering Inspection Services on Jog Road at 45<sup>th</sup> Street.

The PROJECT includes construction a four/six -lane divided urban arterial from 45th Street to 0.8 Miles North of 45th Street. Roadway Plans also include Signing and Pavement Marking Plans, MSE walls at 45th Street Intersection and Bridge Plans for the SWA Canal crossing.

This project will connect the realigned 45th Street, including the new bridge over the Florida Turnpike, to this segment of Jog Road. The purpose of the connection is to relieve the projected volume of traffic for Haverhill Road and Military Trail. This will be the Phase I of the Jog Road from Roebuck Road to 0.8 Miles North of 45th Street. Phase II is the segment of Jog Road from Roebuck Road to 45<sup>th</sup> Street Intersection.



## EXHIBIT "B"

### STATE RESOURCES:

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	55.026 Transportation Regional Incentive Program	\$5,400,596.00

### Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit "A" be provided to the recipient.

**RESOLUTION NO. R-2008-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIRPERSON TO EXECUTE A TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING JOG ROAD**

**WHEREAS**, the Florida Department of Transportation (FDOT) has awarded a County Incentive Grant to help finance improvements to Jog Road; and

**WHEREAS**, the FDOT has requested that the County enter into a Joint Participation Agreement outlining the responsibilities of each party with respect to the Transportation Regional Incentive Program for the Jog Road project; and

**WHEREAS**, through this agreement, the County will accomplish the project including construction and construction engineering inspection; and

**WHEREAS**, the Board of County Commissioners has determined execution of the Transportation Regional Incentive Program Agreement to be in the best interest of the citizens and residents of Palm Beach County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute the Transportation Regional Incentive Program Agreement.

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, the 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 Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

APPROVED AS TO FORM  
AND LEAGAL SUFFICIENCY  
COMMISSIONERS

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY

SHARON BOCK, CLERK AND  
COMPTROLLER

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

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