

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

ADDITIONAL FTE
POSITIONS (Cumulative) _____

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

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

Transportation Improvement Fund
Congress Ave at Intermodel Ctr/South Cty Complex
State Grant Capital-Transport
Pavement Marking & Signals

C. Departmental Fiscal Review: R.D. Ward 4/30/08

III. REVIEW COMMENTS

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

Adwillhite 5.14.08
OFMB
SN 5/13/09
CN 5/14/08

Jim J. Jones 5/15/08
Contract Dev. and Control
E Jones 5/15/08

This Contract complies with our contract review requirements.

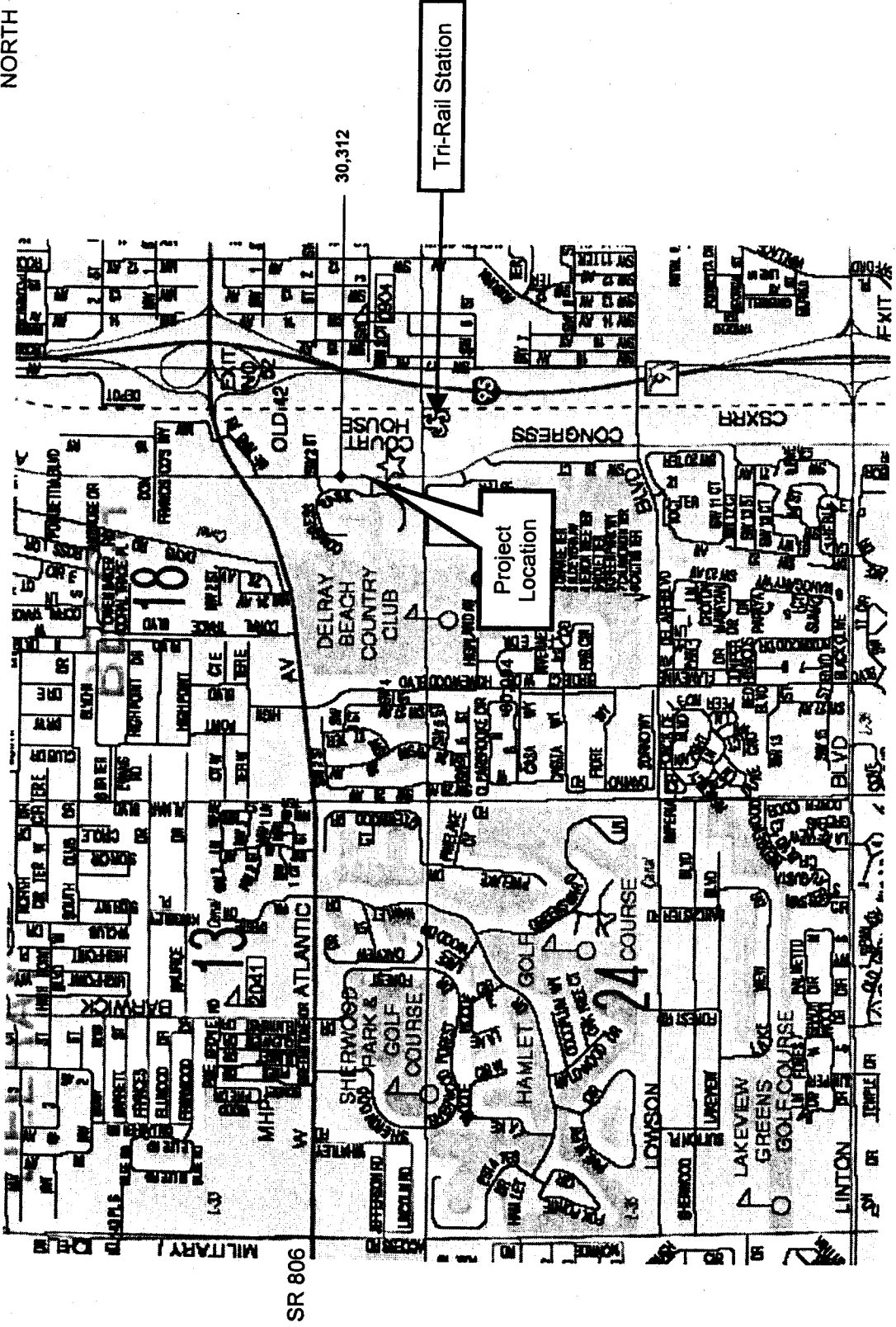
B. Approved as to Form and Legal Sufficiency:

Marlene R. Pitts 5/23
Assistant County Attorney

C. Other Department Review:

Department Director

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



**INTERMODAL CENTER AT
SOUTH COUNTY COMPLEX
PROPOSED TRAFFIC SIGNAL**



FIGURE
1
MARCH 2008

Location Map

Contract No.: _____
FM Nos.: 420356-1-38-01
FEID No.: VF-596-000-785

**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**, at **2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745**, hereinafter referred to as the **COUNTY**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **COUNTY** are desirous of having the **COUNTY** make certain improvements in connection with Financial Management (FM) **420356-1-38-01** for the design of a traffic signal and minor roadway improvements on Congress Avenue at the Intermodal Center Entrance to Tri-Rail Station/South County Complex. Refer to Exhibit 'A' for a detailed Scope of Services; and,

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

WHEREAS, the **DEPARTMENT** will acquire, in the name of the **DEPARTMENT**, the necessary rights of way with respect to the **PROJECT** for the **COUNTY**; and,

WHEREAS, the **DEPARTMENT** will complete the **PROJECT** components to be completed through this Agreement which include all associated right of way phases (FM No. 420356-1-4B/41/45/45/49); and,

WHEREAS, upon completion of the **PROJECT**, the **DEPARTMENT** will convey acquired right of way to **COUNTY**; 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 be responsible for activities; and,

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

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

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

2. The **COUNTY** shall have the responsibility to see that the **PROJECT** is completed in accordance with the Scope of Services set forth in Exhibit 'A'.
3. The **COUNTY** shall be responsible for assuring that the **PROJECT** complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
4. The **DEPARTMENT** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the **PROJECT** available to the **COUNTY** at no cost.
5. 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.
6. Pursuant to F.S. 336.467 the **COUNTY** has the authority to contract with the **DEPARTMENT** for the purpose of allowing the **DEPARTMENT** to acquire rights of way for the **COUNTY**. The **COUNTY** has jurisdiction over Congress Avenue, located in Palm Beach County. The **DEPARTMENT** and the **COUNTY** mutually agree that it is in their best interests to undertake the proposed signalization on Congress Avenue, at the Intermodal Center Entrance to Tri-Rail Station/South County Complex. The **COUNTY** has requested the **DEPARTMENT** to undertake the right of way acquisition for Congress Avenue.
7. The **COUNTY** will complete all services described in Exhibit 'A' of this Agreement. The **DEPARTMENT** will pay the **COUNTY** a lump sum amount not to exceed **FORTY FIVE THOUSAND DOLLARS (\$45,000.00)**, which will be invoiced for actual costs incurred as detailed in progress reports. Any cost overruns or cost increases of this **PROJECT** shall be the sole responsibility of the **COUNTY**.

The **COUNTY** shall comply with Federal and State Audit provisions set forth in Exhibit 'B' which are attached hereto and made part of this Agreement.
8. The **COUNTY** is responsible for obtaining all necessary permits from the **DEPARTMENT**, local governments and permitting agencies and all necessary utility relocation schedules and agreements.
9. The **COUNTY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
10. In the event the **PROJECT** costs and/or **PROJECT** modifications increase or exceed the amount authorized in paragraph 7, the **DEPARTMENT** and the **COUNTY** shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the **PROJECT**. Any funding increase or modifications to the **PROJECT** shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the **COUNTY** and the

DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the **PROJECT** costs will be the responsibility of the **COUNTY**.

11. 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.
12. Should the **DEPARTMENT** and the **COUNTY** decide to proceed with subsequent phases of the **PROJECT**, the Agreement may be amended to identify the respective responsibilities and the financial arrangement between the parties.
13. 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.
14. 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, 2012**, whichever occurs first.
15. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
16. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within 10 working days of receipt of a Progress Report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **COUNTY** promptly when work is subsequently performed.
17. Bills for fees or other compensation for services for expenses shall be submitted in detail sufficient for proper preaudit and postaudit thereof.
18. **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt of an invoice from the **COUNTY**, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The **DEPARTMENT** has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.