

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date:** December 16, 2008    ☒ **Consent**    ☐ **Regular**  
   ☐ **Workshop**    ☐ **Public Hearing**

**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Traffic Division

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:** Adopt a Resolution to approve Amendment Number Five, to the Intelligent Transportation System (ITS) Operational Facility Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) R2003-0312, to extend the term of the contract from December 31, 2008 to June 30, 2009 and authorize transfer of ownership of the FDOT portion of the ITS equipment to FDOT, for further maintenance.

**SUMMARY:** Approval of this Amendment will allow Palm Beach County to extend the time limits on the construction and construction administration agreement of the ITS Operational Facility, at the County's Vista Center offices from December 31, 2008 to June 30, 2009. This extension of time will enable transfer of ownership of communications and electronic equipment that has been procured and installed for the purpose of FDOT functions at the ITS Operational Facilities to FDOT.

### District 2 (MRE)

**Background and Justification:** Palm Beach County (County) entered into a JPA with FDOT on April 7, 2003, R2003-0312, which provided funding towards design, construction, and construction administration of a joint ITS Operational Facility at the County's Vista offices. FDOT shall reimburse the County for the costs up to \$6,709,318. Construction of the ITS Operational Facility has been completed and the project has been turned over to the County Traffic Division for daily operation. The purpose of the ITS Operation Facility is to serve the County in managing surface street traffic operations, and allow FDOT to manage the freeway portion of the County from the same location. The same ITS project funding was utilized in part to procure and install some of the FDOT operational related electronics and communications equipment. This Amendment will allow transfer of ownership of the operational facilities equipment, as identified in Exhibit A of the JPA to FDOT for further maintenance, along with the time extension on the current JPA from December 31, 2008 to June 30, 2009.

**Attachments:**

1. Location Sketch
2. Resolution Authorizing Amendment Number Five (5 copies)
3. JPA Amendment Number Five (5 copies)
4. Exhibit A
5. Original Agreement (R2003-0312)

**Recommended by:**

by: Jan M. M. M. M.  
Curt Division Director

11/12/05  
Date

**Approved by:**

Sgt. Webb  
County Engineer

12/5/08  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-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 \_\_\_\_  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

This item has no fiscal impact.

C. Departmental Fiscal Review: \_\_\_\_\_ *Prof*

## III. REVIEW COMMENTS

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

*John D. ...* 12-8-08  
OFMB  
*SP 12/8/08*  
*12/8/08*  
*12/8/08*

*Jim J. Jacobson* 12/9/08  
Contract Dev. and Control  
*6/12/08*

### B. Approved as to Form and Legal Sufficiency:

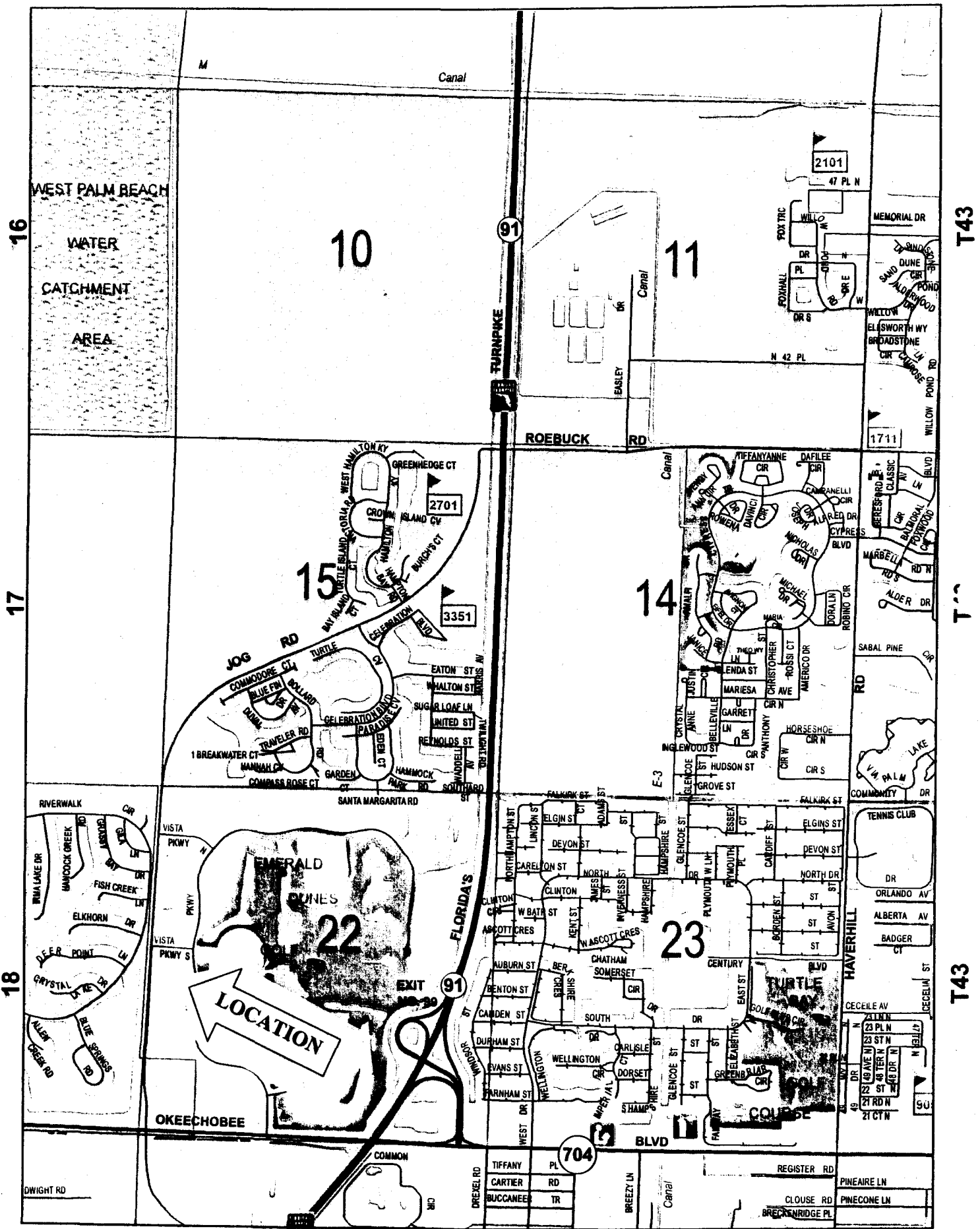
*Marlene R. ...* 12/10/08  
Assistant County Attorney

This amendment complies with  
our review requirements.

### 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 THE FIFTH AMENDMENT TO A JOINT PARTICIPATION AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.**

**WHEREAS**, the State of Florida Department of Transportation (FDOT) and Palm Beach County (County) desire to amend a Joint Participation Agreement (JPA) entered into on April 7, 2003 by both parties, and;

**WHEREAS**, the Agreement provides funding for design, construction, and construction administration of the Intelligent Transportation System (ITS) Operational Facility at the County's Vista Center Offices, and;

**WHEREAS**, this Amendment extends the time limits to the Agreement from December 31, 2008 to June 30, 2009, and allows the transfer of ownership of the ITS equipment listed in Exhibit A of the Agreement to FDOT for further maintenance, and;

**WHEREAS**, the State of Florida has requested the County execute and deliver to the State of Florida, Department of Transportation, Amendment Number Five to the Agreement.

**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, Amendment Number Five to the aforementioned JPA.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein, and will take effect upon adoption.
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:

District 1: Karen T. Marcus

District 2: John F. Koons

District 3:

District 4: Mary McCarty

District 5:

District 6: Jess R. Santamaria

District 7:

The Chair 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  
CIRCUIT COURT

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

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

Contract No.: AN-554  
FM No: 231930-1-A8-01  
404825-1-A8-01  
Vendor No: VF 596-000-783

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
PALM BEACH COUNTY  
JOINT PARTICIPATION AGREEMENT  
AMENDMENT NUMBER FIVE**

**THIS AMENDMENT**, made and 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 North Jog Road, West Palm Beach, Florida 33411, hereinafter called the **COUNTY**.

**WITNESSETH**

**WHEREAS**, on April 7, 2003, the parties entered into a Joint Participation Agreement, hereinafter referred to as the **AGREEMENT**, wherein the **COUNTY** agreed to provide certain improvements in connection with the **Palm Beach County Intelligent Transportation System (ITS) Operations Facility** for FM No. 231930-1-A8-01 and hereinafter referred to as the **PROJECT**; and,

**WHEREAS**, the parties amended the Agreement on December 12, 2006 (**AMENDMENT NUMBER ONE**), March 19, 2007 (**AMENDMENT NUMBER TWO**), December 27 2007 (**AMENDMENT NUMBER THREE**), and June 27, 2008 (**AMENDMENT NUMBER FOUR**); and

**WHEREAS**, the parties desire to further amend the **AGREEMENT**; and

**WHEREAS**, the parties hereto mutually agree that this Amendment is in their best interest;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties agree to further amend the Agreement dated April 7, 2003, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 4, 3<sup>rd</sup> subparagraph, of the Agreement which states: All equipment incorporated into the ITS Operations Facility shall become the property of the **COUNTY**. The cost of repair or replacement to equipment within the Facility shall be as agreed pursuant to a separate agreement between the **COUNTY** and the **DEPARTMENT**., is amended to read as follows:

The **COUNTY** will transfer ownership by document acceptable to the **DEPARTMENT** together with warranties, if any, of all equipment listed in **Exhibit A** of this Amendment, attached hereto and made of hereof. The **DEPARTMENT** will be responsible for the replacement of all equipment, which is used exclusively by the **DEPARTMENT**.

3. Paragraph 2, of Amendment Number Three is amended to read as follows:

This Agreement shall continue in effect and be binding to the COUNTY and the DEPARTMENT until the PROJECT is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2009 whichever occurs first.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into on April 7, 2003 and amended on December 12, 2006, March 19, 2007, December 27, 2007, and June 27, 2008, respectively as originally set forth therein, and which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this Amendment by Resolution No. \_\_\_\_\_, hereto attached.

**PALM BEACH COUNTY, Florida, A  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: CHAIR  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

**ATTEST:  
SHARON R. BOCK**

**APPROVED: (AS TO FORM)**

\_\_\_\_\_  
**CLERK & COMPTROLLER (SEAL)  
CIRCUIT COURT**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED:**

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

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

**APPROVED AS TO TERMS AND CONDITIONS:**

BY: [Signature]  
DIRECTOR, TRAFFIC ENGINEERING  
CWS

**EXHIBIT A**

**VISTA CENTER 4 Floor**

Room Location #	model # or NH #	Description	quantity	Inventory Date
HALL WAY	C120C	FELLOWS PAPER SHREADER	1	5/8/2008
E-55	NH374236, NH374244	HP COMPUTERS	2	5/8/2008
E-55	HPLIG4OT	MONITORS	4	5/8/2008
E-55	GCS1734	IOGEAR SWITCH	1	5/8/2008
E-55	HP2605DN	HP COLOR LASEJET	1	5/8/2008
E-55	APC- RS 1200	BATTERY BACK UP	1	5/8/2008
E-55	HP	KEY BOARD	1	5/8/2008
E-54	NH374248, NH374243	HP COMPUTERS	2	5/8/2008
E-54	HPLIG4OT	MONITORS	4	5/8/2008
E-54	GCS1734	IOGEAR SWITCH	1	5/8/2008
E-54	HP2605DN	HP COLOR LASEJET	1	5/8/2008
E-54	APC- RS 1200	BATTERY BACK UP	1	5/8/2008
E-54	HP	KEY BOARD	1	5/8/2008
E-54	AKAI LCT3285TA	32 FLAT SCREEN TV	1	5/8/2008
E-53	NH374238, NH374249	HP COMPUTERS	2	5/8/2008
E-53	HPLIG4OT	MONITORS	4	5/8/2008
E-53	GCS1734	IOGEAR SWITCH	1	5/8/2008
E-53	HP2605DN	HP COLOR LASEJET	1	5/8/2008
E-53	APC- RS 1200	BATTERY BACK UP	1	5/8/2008
E-53	HP	KEY BOARD	1	5/8/2008
E-52	NH374239, NH374240	HP COMPUTERS	2	5/8/2008
E-52	HPLIG4OT	MONITORS	4	5/8/2008
E-52	GCS1734	IOGEAR SWITCH	1	5/8/2008
E-52	HP2605DN	HP COLOR LASEJET	1	5/8/2008
E-52	APC- RS 1200	BATTERY BACK UP	1	5/8/2008
E-52	HP	KEY BOARD	1	5/8/2008
RESP-DESK	NH374247, NH374250	HP COMPUTERS	2	5/8/2008
RESP-DESK	HPLIG4OT	MONITORS	4	5/8/2008
RESP-DESK	HP2840	HP COLOR LASEJET	1	5/8/2008
RESP-DESK	APC- RS 1200	BATTERY BACK UP	1	5/8/2008
E-57STORAGE	HP BATTERY	BATTERY BACK UP	10	5/8/2008
E-57STORAGE	2400MP& 2400MP 2000	DLP PRJECTORS (DELL) & BULB	2	5/8/2008
E-58 CONFER.	NH375122	POLYCOM	1	5/8/2008
E-58 CONFER.	MPEG-2 DECODER	VBRICK	11	5/8/2008
E-58 CONFER.	JOY STICK	AMERICAN DYMANCIS	7	5/8/2008
SERVE ROOM	NH374232, NH374231	CISCO 3750,3751	2	5/8/2008



FEB 25 2003

Contract No: AN554

FM No: 231930-1-18-01

Vendor No: VF 596 000 783 135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AND

PALM BEACH COUNTY

ADVANCE / REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this 7 day April of 2003, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Palm Beach County, located at 3323 Belvedere Road, Building 503, West Palm Beach, Florida, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain improvements in connection with the Palm Beach County Intelligent Transportation System (ITS) Operations Facility, (State FM No. 231930-1-18-01), located in Palm Beach County, Florida, and hereinafter referred to as the Project; and,

WHEREAS, the DEPARTMENT is prepared to provide funding towards the Design, Construction, and Construction Administration associated with the ITS Operations Facility, in the proposed COUNTY office building located at the Northwest quadrant of the Turnpike and Okeechobee Boulevard known as the Vista Center, Parcel 22, a property owned and controlled by the COUNTY; and,

WHEREAS, said Project is funded in Fiscal Year 2004/05, under the Department's current five year work program; and,

WHEREAS, said Project shall support the State Highway System, is not revenue producing; and,

WHEREAS, the COUNTY is in a position to perform the Project on behalf of the DEPARTMENT; and;

WHEREAS, The Project shall consist of the design, construction, and construction administration services for the Palm Beach County ITS Operations Facility. The net assignable square footage of said Facility to be approximately 17,273 gross square feet. This square footage represents approximately 6.9% of the County's future offices to be located at the Vista Center, Parcel 22; and,

WHEREAS, in order to expedite the Project in advance of the DEPARTMENT's schedule, the COUNTY is prepared to provide advance funding and design, construction and construction administration for the Project pursuant to Section 339.12(4)(c), Florida Statutes; and,

WHEREAS, the DEPARTMENT will reimburse the COUNTY for Project costs incurred pursuant to the guidelines set forth in this Agreement subject to legislative budget approval, and,

WHEREAS, the completion of the Palm Beach County ITS Operations Facility is in the interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious, and economical for the COUNTY to perform such activities; and,

WHEREAS, the COUNTY is authorized to enter into this AGREEMENT.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT agrees to reimburse the COUNTY for the Project improvements subject to legislative budget approval. The DEPARTMENT will make reasonable efforts to ensure that the Federal Funds designated for this Project are made available pursuant to this Agreement. In the event the Federal government does not appropriate a part or all of the funding, then the DEPARTMENT will make reasonable efforts to obtain state funds. However, the parties hereto acknowledge that such reasonable efforts may not be successful.
3. The COUNTY shall provide all design (except as provided for in paragraph 4), construction and construction administration services necessary for completion of the Project and shall obtain any permits necessary to complete the Project.
4. Project design shall be developed by the COUNTY's Architect with Schematic Design services provided by the DEPARTMENT's Consultant. The DEPARTMENT shall provide the COUNTY with an ITS Operations Facility Master Plan which will serve to provide the Project conceptual design including minimum requirements to define the

functional and physical criteria for the facility. Included in the Master Plan will be a program defining the area requirements for the various elements associated with the facility, any special interior features required, special lighting requirements, HVAC, power, fire protection, security requirements, system display requirements, system communication and control requirements, and any other unique requirement associated with the ITS facility. The Master Plan shall include a conceptual facility layout based upon an outline floor plan provided by the COUNTY. The Master Plan shall include a facility communication/control systems architecture design. All of the information included in the Master Plan shall be of sufficient detail to serve as direct and meaningful input into the final design of the facility. The DEPARTMENT's Consultant shall be made available to meet with the COUNTY's Architect for coordination purposes and to provide input and review of the final design.

The COUNTY shall coordinate with the DEPARTMENT and its consultants concerning all equipment to be procured, including technical special provisions, so that when completed, the ITS Operations Facility will be operational and State of the Art.

All equipment incorporated into the ITS Operations Facility shall become the property of the COUNTY. The cost of repair or replacement to equipment within the Facility shall be as agreed pursuant to a separate agreement between the COUNTY and the DEPARTMENT.

5. The COUNTY shall be responsible for the development, award, and management of all related contracts for the Project in accordance with the approved plans and specifications resulting from the design phase. The responsibilities include, but are not limited to, site development, building construction and construction administration for the Project.
6. The COUNTY shall advertise and award all contracts in accordance with its approved procedures and practices. The DEPARTMENT shall have the right of reasonable access to the construction site to review construction and construction management activities; however, the COUNTY shall have the sole authority to manage and direct the contractors, and to perform all construction inspection.
7. The DEPARTMENT shall reimburse the COUNTY for Project related costs in proportion to the building space allocated to the ITS Operations Facility plus all costs unique to and required to support the ITS Operations Facility. The portion of the overall building space (251,000 square feet) assignable to the ITS Operations Facility is estimated at 17,273 square feet gross. Therefore, the chargeable portion is  $17,273/251,000 = 6.9\%$ .

The DEPARTMENT'S portion of Project costs are estimated as follows:

**Design/Construction Administration**

1a.	Site/Building	\$ 193,273.00
1b.	ITS Specialty	\$ 45,320.00

**Construction**

2a.	Site Development	\$ 124,200.00
2b.	Parking	\$ 860,000.00
2c.	ITS specific infrastructure	\$ 50,000.00
2d.	Building	\$2,159,125.00
2e.	ITS Specialty Fit-up	\$ 300,000.00
2f.	ITS Equipment/Systems	\$2,000,000.00
2g.	Telephone System	\$ 69,000.00

**Other**

3a.	Miscellaneous	\$ 33,400.00
3b.	Contingency (15%)	\$ 875,000.00
<b>Total Project Estimate</b>		<b>\$6,709,318.00</b>

The Project estimate is based upon the following assumptions:

1a. **Design/CA for Site/Building** – The Architect's fee for design services including civil, mechanical, electrical, plumbing, and structural engineering and construction administration services (excluding programming) is \$2,801,063.00. The ITS proportion is  $\$2,801,063.00 \times 6.9\% = \$193,273.00$ .

1b. **Design/CA for ITS Specialty** – The Architect's fee for design for the ITS Specialty area (beyond regular office space design) is \$ 45,320.00.

2a. **Site Development Construction** – The Architect estimates the site development costs at \$1,800,000.00. The ITS proportion is  $\$1,800,000.00 \times 6.9\% = \$ 124,200.00$ .

2b. **Parking** – 86 spaces are *required per code* for the ITS portion of the building. The Architect estimates the costs of a parking space in the garage is \$10,000.00/space. 86 spaces x \$10,000.00/space = **\$860,000.00**.

2c. **ITS specific infrastructure** – An allowance for specialty ITS communications infrastructure (conduit runs, manholes, etc.) is \$50,000.00.

2d. **Building Construction** – The Architect estimates the building construction cost at \$125/sq. ft. for standard office space. The ITS portion is  $\$125/\text{sq. ft.} \times 17,273 \text{ sq. ft.} = \$2,159,125.00$ .

2c. **ITS Specialty Fit-up Construction** – An allowance for ITS specialty costs (LPS, raised flooring, additional HVAC, acoustics, control room, etc.) is \$300,000.00.

2f. **ITS Equipment/Systems** – A separate procurement and installation contract will be let for the ITS systems and equipment (video wall, control panels, computers, network components, satellite dish, etc.) This cost is estimated at \$2,000,000.00.

2g. **Telephone System** – A separate procurement and installation contract will be let for the telephone system for the facility estimated at \$1,000,000.00. The ITS proportion is  $\$1,000,000.00 \times 6.9\% = \$69,000.00$ .

3a. **Miscellaneous** – Other costs associated with the design and construction of the project include: survey, permit fees, utility fees, special inspection, and construction materials testing. These costs are estimated at \$484,000.00. The ITS proportion is  $\$484,000.00 \times 6.9\% = \$33,400.00$ .

3b. **Contingency** – A 15% contingency to cover unanticipated costs during design and construction (additions, supplemental agreements, claims) is added to the Project budget at \$ 875,000.00.

The maximum participation of the DEPARTMENT is \$6,709,318.00, (Six Million Seven Hundred Nine Thousand Three Hundred Eighteen Dollars. In the event that the Project costs, including additional work, supplemental agreements, and claims, reaches the sum of \$ 6,709,318.00, (Six Million Seven Hundred Nine Thousand Three Hundred Eighteen Dollars) this Agreement may be amended to identify the respective responsibilities and financial arrangements between the parties, contingent upon the availability of additional DEPARTMENT funds. However, in no case shall the DEPARTMENT's participation in the Project exceed 6.9% of the design, construction, and construction administration costs of the COUNTY's total building costs, except that the DEPARTMENT shall remain 100% responsible for the costs associated with ITS specialty items including construction unique to ITS, equipment, systems, systems integration, and communication infrastructure unique to, and required to support the ITS Operations Facility.

8. The DEPARTMENT will not reimburse the COUNTY for any in-house, or administrative related costs incurred by the COUNTY during its performance of the Project.
9. The COUNTY shall make available to the DEPARTMENT upon request any ongoing plans or schedules relevant to the COUNTY's design or construction activities. The COUNTY will be responsible for verifying the accuracy of any Project related plans prepared by the COUNTY or on the COUNTY's behalf, and shall revise them as necessary to reflect 'as-built' conditions upon completion of construction. Project plans that have been modified to reflect as-built conditions shall be provided to the DEPARTMENT.
10. The COUNTY shall provide the DEPARTMENT periodic Project cost estimates when the plans are approximately at the initial engineering, final engineering and 100% complete stages.
11. The COUNTY, in consultation with the DEPARTMENT, shall review and grant final approval of construction, punch list items, final quantities and costs. Upon completion and final acceptance the COUNTY shall own the building and serve as the Building Manager and

shall be responsible for operating, repairing and overall maintenance of the facility. The DEPARTMENT shall have unrestricted, permanent access to and use of designated space, including but not limited to offices, control center, computer room, and common areas. The COUNTY and the DEPARTMENT shall execute a future Agreement for the Operations and Maintenance of the ITS Operations Facility that shall address DEPARTMENT funding for ITS facility staffing, maintenance, repair, and replacement of ITS equipment, and pro-rata cost sharing of real property, facility maintenance, utilities, and building security.

12. Reimbursement for the cost of the Project shall not begin until after July 1, 2004 (FY04/05), at which time, the COUNTY may submit invoices, for costs incurred, with supporting documentation to the DEPARTMENT, itemizing the Project related costs of design, construction and construction administration.

A properly documented invoice package shall consist of the following:

- a. Project summary/progress reports – These reports will provide a concise description of activities completed during all reporting periods and shall address: percent complete by task, subtask, and total project for that reporting period. Project payout for the entire Project –to date (for that reporting period), and detail as to which items are Department participatory at 6.9%, and which are chargeable at 100% (ITS exclusive/ specific).
- b. Copies of County payment voucher(s) remitted to the designer/contractor during any/all reporting periods, from the beginning of the Project, through to final acceptance.
- c. Equipment procurement and installation – Copies of Purchase Orders and confirming receiving reports shall be submitted in lieu of summary/progress reports when appropriate.

The DEPARTMENT agrees to reimburse the COUNTY for project related costs not to exceed the PROJECT Maximum costs, as detailed at paragraph 7 of this Agreement. Project costs in excess of the DEPARTMENT's total Project reimbursement amount shall be the sole responsibility of the COUNTY.

In the event the COUNTY, by its sole decision, and not as a result of DEPARTMENT default, or the DEPARTMENT being unable to fund ITS support, converts the ITS facility to serve a purpose other than ITS within 15 years of facility construction, the County shall repay the DEPARTMENT, any and all sums previously received for the facility. The DEPARTMENT shall forward these funds to the Federal Government, if Federal funds are used.

13. Project costs eligible for DEPARTMENT participation, as detailed in section 7 of this Agreement, will be allowed only from the date of final execution of this Agreement.

14. Travel expenses are not authorized in this Agreement. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof. Invoice(s) shall be submitted to the State of Florida, Department of Transportation, at 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3241. Attention: Valerie Tofexis, Project Manager.
15. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by either party under any circumstances without the prior written consent of the other party.
16. This Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until December 31, 2006, or until the Project is completed and accepted in writing by the DEPARTMENT's Project Manager, and appropriate reimbursement is made.
17. The DEPARTMENT shall make payment payable to the "Palm Beach County" and forward it to the Palm Beach County Facilities Development and Operations Department located at 3323 Belvedere Road Building 503, West Palm Beach, Florida 33406. Attention: Fiscal Manager.
18. 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; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.
19. The DEPARTMENT'S obligation to pay is contingent upon an annual appropriation by the Florida Legislature. The DEPARTMENT will make reasonable efforts to ensure that the Federal Funds designated for this Project are made available pursuant to this Agreement. In the event the Federal government does not appropriate a part or all of the funding, then the DEPARTMENT will make reasonable efforts to obtain state funds. However, the parties hereto acknowledge that such reasonable efforts may not be successful.
20. 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 three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the COUNTY's general accounting records and the project records, together with supporting documents and records of the Contractor and subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for the proper audit of costs.

21. The DEPARTMENT may cancel this Agreement for refusal of the COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the COUNTY in conjunction with this Agreement and shall make provisions in its Agreements with its consultants and sub-consultants to terminate for failure to comply with this provision.
22. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
23. To the extent permitted by the Laws of Florida, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands liabilities, and suits of any nature arising out of, because of, or due to any negligent and/or intentional act or occurrence, omission, or commission of the COUNTY, its agents, or employees, arising from this Agreement or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence. Nothing herein shall be considered to waive the COUNTY's sovereign immunity limits as established by Section 768.28 Florida Statutes.
24. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
25. Section 215.422(5), Florida Statutes, requests the DEPARTMENT to include a statement of vendor rights in this Agreement. The COUNTY is hereby advised of the following time frames. Upon receipt, the DEPARTMENT has ten (10) days to inspect the goods and services provided by the COUNTY. The DEPARTMENT has twenty (20) days to deliver a request for payment to the Department of Banking and Finance. The twenty days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved by the DEPARTMENT.  
  
If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest payments of less than one (1) dollar will not be enforced unless the County requests payment. Invoices which have to be returned to the COUNTY because of invoice preparations errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided the DEPARTMENT.  
  
A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of this individual include acting as an advocate of the COUNTY in the event that the COUNTY may be experiencing problems in obtaining timely payments from the DEPARTMENT. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline Department of (1-800-848-3792) or (850) 410-9724.
26. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is



agreed that no deviation from the terms hereof shall be predicated upon any prior representation or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

27. The Department agrees to pay the COUNTY for the services herein described at a compensation as detailed in this Agreement. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 334.044, Florida Statutes.

28. 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 6 months from the date of being placed on the convicted vendor list.

29. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

District Four

Florida Department of Transportation

3400 West Commercial Boulevard

Fort Lauderdale, Florida 33309

Attn: Lizz Holmes, Procurement Manager

With a copy to: Valerie Tofexis, FDOT Project Manager

A second copy to: District General Counsel

**If to the COUNTY:**

Palm Beach County

Facilities Development and Operations

3323 Belvedere Road Building 503

West Palm Beach, Florida 33406

Attn: Audrey Wolf, Director

with a copy to: County Attorney

30. Pursuant to section 287.0582, the DEPARTMENT's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature. The DEPARTMENT will make reasonable efforts to ensure that the Federal Funds designated for this Project are made available pursuant to this Agreement. In the event the Federal government does not appropriate a part or all of the funding, then the DEPARTMENT will make reasonable efforts to obtain state funds. However, the parties hereto acknowledge that such reasonable efforts may not be successful.

31. After the Agreement is executed by both parties, the effective date of this Agreement shall be the date it is received by Palm Beach County.

\*\*\*\*\*

IN WITNESS WHEREOF, the COUNTY has caused this Advance / Reimbursement Agreement to be executed in its behalf this 25 day of February, 2003, by the County Commission, and the DEPARTMENT has executed this Advance / Reimbursement Agreement through its Director of Administration for District Four, Florida Department of Transportation, this 7 day of April, 2003.

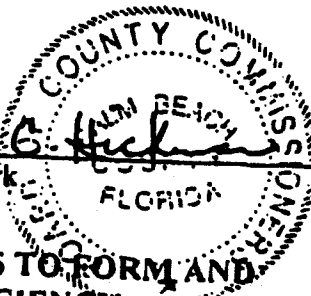
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
R2003 0312

STATE OF FLORIDA  
DEPARTMENT OF  
TRANSPORTATION

BY: [Signature]  
Karen T. Marcus, Chair FEB 25 2003

BY: [Signature]  
District Director of Administration

ATTEST:  
DOROTHY H. WILKEN, CLERK

BY: [Signature]  
Deputy Clerk  
  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: [Signature] Msc  
County Attorney

BY: [Signature]  
Professional Services Administrator

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO FORM:

BY: [Signature]  
Director Facilities Dev. & Ops.

BY: [Signature]  
District Four Legal Counsel