

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:	March 17, 2009	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing
Department	Metropolitan Planning Organization				
Submitted By:	Metropolitan Planning Organization				
Submitted For:	Metropolitan Planning Organization				

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Receive and File Joint Participation agreement (JPA) number AOI82 with the State of Florida Department of Transportation for Independent Transportation Network for seniors.
- B. Approve a \$100,000 budget amendment in the Metropolitan Planning Organization (MPO) Fund to recognize the Joint Participation Agreement (JPA) number AOI82 with the State of Florida Department of Transportation for Independent Transportation Network for seniors.

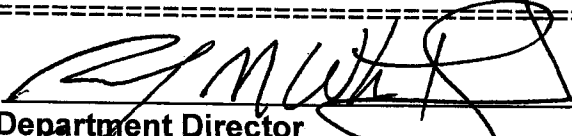
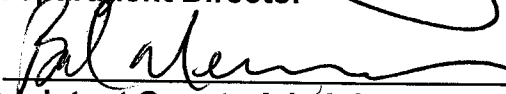
Summary: This amendment is necessary to reflect a \$100,000 grant from the State of Florida Department of Transportation (FDOT) for a Senior One-Stop Transportation Program to assist seniors to become and stay mobility independent. The MPO desires to provide funds from the FDOT to assist in the development of a program that will increase awareness of transportation alternatives available for seniors, provide guidance and direction for seniors mobility needs, and provide seniors assistance in the usage of mobility options. The program will be administered by Area Agency on Aging, Palm Beach/Treasure Coast, Inc. Required matching funds of \$100,000 (50%) are being provided by Area Agency on Aging, Palm Beach/Treasure Coast, Inc. (Metropolitan Planning Organization) Countywide (DR)

Background and Justification: In August 2006, the MPO initiated efforts to encourage and help seniors stay mobility independent without the use of their private automobiles. The goal of this program is to increase senior usage of existing transit services through a formalized Senior Transportation Program.

Attachments:

- 1. JPA AOI82
- 2. FDOT Supplemental JPA- Extension of Time
- 3. Agreement with Area Agency on Aging, Palm Beach/Treasure Coast, Inc.
- 4. Budget Amendment

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Recommended by:		2-18-09
	Department Director	Date
Approved By:		3/2/09
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	0				
Operating Costs	100,000				
External Revenues	(100,000)				
Program Income (County)	0				
In-Kind Match (County)	0				
NET FISCAL IMPACT	0				
No. ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes No
Budget Account No.: Fund 1360 Department 560 Unit 5649
Object 3401 Reporting Category
Revenue Source 3449

B. Recommended Sources of Funds/Summary of Fiscal Impact:
State of Florida Department of Transportation JPA AOI82.
There will be no net fiscal impact.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 2-25-09
N/A 2-23-09 OFMB 2/25/09 CM 2/19/09

[Signature] 2/27/09
Contract Dev. and Control

B. Legal Sufficiency:

N/A
Assistant County Attorney

C. Other Department Review:

Department Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-00
PUBLIC TRANSPORTATION
0106
Page 1 of 11

Financial Project No.: <u>42049118401</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DS</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>AD182</u>	Function: <u>680</u>	FLAIR Obj.: <u>750012</u>
Catalog of Federal Domestic Assistance Number: _____	Federal No.: _____	Org. Code: <u>55042010429</u>
	DUNS No.: _____	Vendor No.: <u>F596000785063</u>
		Catalog of State Financial Assistance Number: <u>55.012</u>

THIS AGREEMENT, made and entered into this 10th day of August, 2006,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Palm Beach Metropolitan Planning Organization
160 Australian Way, West Palm Beach, FL 33406
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before January 1, 2009 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

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

Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is
To provide service development funds to assist with the creation and implementation of an Independent Transportation Network for Seniors.

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

2.00 Accomplishment of the Project

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

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

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

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

3.00 Project Cost: The total estimated cost of the project is \$ 200,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, ... the project in the amount of \$ 100,000.00 not to exceed 50 % of the total project cost as detailed in Exhibit "B".

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

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

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

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

6.00 Project Budget and Payment Provisions:

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

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

7.00 Accounting Records:

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

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

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

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

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

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 W. Commercial Boulevard, Ft. Lauderdale, FL, 33309 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

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

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

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

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

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

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

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

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

12.00 Contracts of the Agency:

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

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

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

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

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

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

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

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

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

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

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

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

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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

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

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

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

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

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

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

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

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

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

17.00 Appropriation of Funds:

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

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before January 1, 2009. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

725-030-06
PUBLIC TRANSPORTATION
01/06
Page 11 of 11

Financial Project No. 42049118401
Contract No. AOI 82
Agreement Date AUG 10 2006

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

AGENCY

FDOT

Palm Beach Metropolitan Planning Organization
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller 8/2/06

SIGNATORY (PRINTED OR TYPED)

Laura L. O'Reilly
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

John F. Korman
SIGNATURE

Gerry O'Reilly
DEPARTMENT OF TRANSPORTATION

TITLE

District Director of Transportation Development
TITLE

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

FM No. 42049118401
Contract No. AOI 82

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County MPO dated AUG 10 2005

PROJECT LOCATION:

Palm Beach County,

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide service development funding assistance to purchase, create and implement Independent Transportation Network for seniors.

SPECIAL CONSIDERATION BY AGENCY:

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

SPECIAL CONSIDERATION BY DEPARTMENT:

1. Invoice summary and backup information must be submitted with 10 calendar days of receipt of and installation of enhancement. Contact the District Office for guidance.
2. Quarterly Progress Reports due within 30 days of the end of the quarter.
3. Audit reports as described in Section 7.60 of this JPA.

FM No. 42049118401
Contract No. AD182

EXHIBIT "B"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County MPO dated AUG 10 2006

I.	PROJECT COST:	\$200,000.00
	Purchase, create and implement Independent Transportation Network for seniors.	
II.	TOTAL PROJECT COST	\$200,000.00
III.	PARTICIPATION:	
	Agency Participation	
	In-Kind	\$25,000.00
	Cash	\$75,000.00
	Other	
	Maximum Department Participation,	
	Primary	
	(DS) (DDR) (DIM) (PORT) (CIGP)	(50%) or \$100,000.00
	Federal Reimbursable (DU) (CM) (DFTA)	(%) or \$
	Local Reimbursable (DL)	(%) or \$
IV.	TOTAL PROJECT COST	\$200,000.00

In accordance with the requirements of Section 129.07, F.S., the Agency's approval of this Agreement, its performance and obligations thereunder, and the Agreement's duration are subject to and contingent upon an annual budgetary appropriation by Agency's Board of County Commissioners for the purpose of the Agreement.

FM No. 42049118401
Contract No. ADJ82

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County MPO dated AUG 14 2006

Reference Section 341 Florida Statutes.

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

Safety Requirements

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

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

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

Fin. Proj. No.: 420429118401
Contract No.: ADI 82
Agreement Date: ~~11/1/2006~~

**EXHIBIT D
PROJECT AUDIT REQUIREMENTS**

The administration of resources awarded by the Department to Palm Beach MPO may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

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 Palm Beach MPO regarding such audit. Palm Beach MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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:

1. In the event that the recipient expends \$500,000 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 1 to this agreement indicates Federal resources awarded through the Department by this agreement. 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.
2. 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.
3. If the recipient expends less than \$500,000 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. However, if the recipient 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).
4. 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.

Proj. No.: 420429118401
Contract No.: AD182
Agreement Date: AUG 10 2006

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, 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 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. 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.
2. 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.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient 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).
4. 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.

PART III: OTHER AUDIT REQUIREMENTS

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.

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 Department of Financial Services, 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.

Proj. No.: 420429118401
Contract No.: AD 82
Agreement Date: AUG 10 2003

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:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. 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 10th Street
Jeffersonville, IN 47132

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

2. 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 each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

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 each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

Proj. No.: 420429118401
Contract No.: AO-82
Agreement Date: AUG 10 2002

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. 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

4. 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:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. 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.
6. 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.

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, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, 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.

Proj. No.: 420429118401
Contract No.: AOI 82
Agreement Date: AUG 10 2006

EXHIBIT - 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--------------------------------------------------------------------	---------------

Objectives

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
---------------------	-------------------------------------------------------------------	---------------

Objectives

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--------------------------------------------------------------------	---------------

Objectives

- 1.
- 2.
- 3.

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 1 be provided to the recipient.

Exhibit -1

State Resources

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55012 Public Transit Service Development	\$100,000.00

Compliance Requirements

1. Improving system operations, including, but limited to realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to three years;
2. Improving system maintenance procedures, including, but not limited to, effective preventative maintenance programs, improve mechanics training programs, decreasing service repair calls, decreasing parts inventory requirement, and decreasing equipment downtime, for a period up to 3 years;
3. Improving marketing and consumer information programs, including, but not limited to automated information services, organized advertising and promotion program signing of designated stops, for a period of two years; and
4. Improving technology involved in overall operations, including but not limited to transit equipments, fare collections techniques, electronic data processing applications, and bus locator, for a period up to two years. Section 341.051 (5) (b)3(f), Florida Statutes.

RESOLUTION MPO 3-06

A RESOLUTION OF THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO FUND THE INDEPENDENT TRANSPORTATION NETWORK FOR PALM BEACH COUNTY.

WHEREAS, older Americans are dependent on automobiles for transportation to essential services and trips associated with their quality of life; and

WHEREAS, this dependence poses serious safety and mobility problems for older drivers with diminished capacity affecting their ability to drive; and

WHEREAS, the Independent Transportation Network (ITN) was created to address the mobility needs for seniors; and

WHEREAS, the United Way of Palm Beach County has expressed an interest in implementing an ITN program locally; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered to fund a portion of the planning and initial implementation of the ITN; and

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) would assist in the planning activities and administer the funds from FDOT.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION THAT:

1. The MPO authorizes the Chair or his designee to execute a Joint Participation Agreement (JPA) with FDOT for funding of the ITN project for Palm Beach County.
2. The MPO authorizes the Director to provide any additional information or material necessary to support the funding agreement.

The foregoing Resolution was offered by Commissioner Karen Marcus who moved its adoption. The motion was seconded by Commissioner Betha Lowe, and upon being put to a vote, the motion passed. The Chairman thereupon declared the Resolution duly adopted this 15th day of June, 2006.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: [Signature]
Chairman

ATTEST:

By: [Signature]
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney



The Job F1989HLR; user I.D.
F1989HL <MVS@DOT>
08/02/2006 02:49 PM

To PT429CW@dot.state.fl.us
cc
bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOI82

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AOI82 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNT
Vendor ID: VF596000785063
Beginning date of this Agmt: 09/01/06
Ending date of this Agmt: 01/01/09

Description:
To fund the creation and implementation of an Independent Tr
ansportation Network for Seniors

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

Action: ORIGINAL Funds have been: APPROVED
55 042010429 *PT *750012 * 100000.00 *42049118401 *680 *
2007 *55100100 *088774/07
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 100,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 08/02/2006

12/12/2005 14:18

9546777892

MODAL DEVELOPEMENT

PAGE 01/01



Florida Department of Transportation

JEB BUSH
GOVERNOR

OFFICE OF MODAL DEVELOPMENT
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421
Phone: (954) 777-4490 Fax: (954) 677-7892

DENVER J. STUTLER, JR.
SECRETARY

November 23, 2005

Mr. Randy Whitfield
MPO Director
Palm Beach Metropolitan Planning Organization
160 Australian Avenue, Suite 201
West Palm Beach, FL 33406

Dear Mr. Whitfield:

Subject: FY 2006/2007 FDOT Service Development Grant Award Notification

The Florida Department of Transportation District 4 Office of Modal Development received nearly \$1,792,500 in requests for FY 2006/2007 Service Development Grants. The District was awarded \$989,289 and therefore will award funding to your agency as follows:

Independent Transportation Network for seniors – \$100,000/\$100,000 local matching funds

Please note that these funds will be available in July 2006. A Joint Participation Agreement will be sent to your attention in spring 2006. Please note that the project cannot begin until the Joint Participation Agreement is signed by both parties.

If you have any questions please feel free to contact me at (954) 777-4491.

Sincerely,

A handwritten signature in cursive script that reads "Corine C. Williams".

Corine C. Williams
Transit Demand Coordinator

cc. Nancy Bonomo, Support Specialist
Larry Merritt, Office of Modal Development

File: S: OMD/4830Transit/4830.60service development/FY2006-2007/funding notification service development06-07

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

FM No: 420491-1-84-01 Fund: DS Function: 680 FLAIR Approp:
0887774
Job No: _____ Federal No: _____ FLAIR Obj.:
750012
Contract No: AOI82 CFDA No. _____ Org.Code:
55042010429
596000785063 CSFA Number: 55.012 Vendor No.: F

THIS AGREEMENT, made and entered into this DEC 10 2006 day of

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the
State of Florida, hereinafter referred to as the Department, and Palm Beach Metropolitan Organization

hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 10th of August
2006,
entered into a Joint Participation Agreement; and

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

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in
Attachment "A" for a total Department Share of \$ 100,000.00

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

Project Description: The project description is amended by increasing the existing in-kind match to
\$75,000 and reducing the local cash match to \$25,000 and to extend the project until June 30, 2010 to
continue senior transportation education and community outreach.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$ NA bringing the revised total cost of the project to \$ N/A.

Paragraph 4.00 of said Agreement is increased by \$ N/A bringing the Department's revised share in the project to \$ N/A.

3.00 Amended Exhibits:

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

4.00 Contract Time:

Paragraph 18.00 of said Agreement is amended June 30, 2010.

FM No. ~~499860-1-84-01~~ 420491-1-84-01
Contract No. ~~AOD30~~ AOT82
Supp. Agreement Date ~~DEC 10 2000~~

ATTACHMENT "A"
SUPPLEMENTAL AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach Metropolitan Organization

dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change): Increase in-kind match to \$75,000 and reduce agency cash match to \$25,000.

I. Total Project Cost:	\$200,000.00
II. PARTICPATION	
Agency Participation	50%
In-Kind	\$75,000.00
Cash	\$25,000.00
Department of Participation	50%
Primary	
(DS) (DDR) (DIM) (PORT) (CIGP)	\$100,000.00

Comments:

Increase existing allowable in-kind match from 25,000 to 75,000. Reduce existing cash match from 75,000 to 25,000. There are no additional funds applied to this project.

FM No. 420491-1-84-01
Contract No. AO182
Supp. Agreement Date ~~DEC 5 2006~~

Except as hereby modified, amended or changed, all other terms of said Agreement dated August 10, 2006 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

Metropolitan Planning Organization
AGENCY NAME

Randy M. Whitfield
SIGNATORY (printed or typed)

[Signature]
SIGNATURE

Director
TITLE

[Signature]
DEPARTMENT OF TRANSPORTATION
Director of Transportation Development

TITLE
DEPARTMENT OF TRANSPORTATION

FDOT

COMPTROLLER FUNDING APPROVAL DATE: MA
See attached Encumbrance Form for date of Funding

[Signature]
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

**AGREEMENT
BY AND BETWEEN THE
PALM BEACH METROPOLITAN PLANNING ORGANIZATION AND
THE AREA AGENCY ON AGING, PALM BEACH/TREASURE COAST, INC.
FOR THE DEVELOPMENT OF A
SENIOR TRANSPORTATION PROGRAM**

This Agreement is made as of this 2 day of December, 2008, by and between the Palm Beach Metropolitan Planning Organization, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the MPO) and the Area Agency on Aging, Palm Beach/Treasure Coast, Inc., a Florida non profit corporation, (hereinafter referred to as the AAA).

WITNESSETH

WHEREAS, the MPO and AAA are in agreement that there is a need for the growing senior population to stay independent and live productive lives as long as possible; and

WHEREAS, the AAA's primary focus in its performance of this Agreement will be to formalize a one-stop Senior Transportation Program that will increase awareness of transportation alternatives available for seniors, provide guidance and direction for seniors mobility needs, and provide assistance in the usage of mobility options, including but not limited to the County's fixed route and paratransit systems, as described in the Scope of Services attached hereto and incorporated herein as Exhibit A to this Agreement; and

WHEREAS, the MPO agrees to fund partial costs associated with the performance of tasks by the AAA in accordance with the Scope of Services Identified in Exhibit "A" to this Agreement; provided, however, that this funding obligation is contingent upon the Florida Department of Transportation's (hereinafter "FDOT") approval of this Agreement, a determination by FDOT that said costs are "eligible project costs" for which the MPO will be reimbursed, and FDOT's approval of each requisition or invoice submitted by the MPO to FDOT for reimbursement under the MPO's Joint Participation Agreement with the FDOT dated August 10, 2006 ("JPA"), as it may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and AAA agree as follows:

Section 1. Incorporation of Facts. The facts set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to set forth the various duties, rights, and obligations of the parties regarding the AAA's tasks.

Section 3. Representatives. The MPO's representative during the performance of this Agreement is Randy Whitfield, Director of the MPO, whose telephone number is (561) 684-4170. The AAA's representative during the performance of this Agreement is Robert McFalls, Chief Executive Officer, whose telephone number is (561) 684-5885.

Section 4. Effective Date, Term, and Renewal. This Agreement shall take effect upon October 1, 2008, and shall remain in full force until December 31, 2009, unless sooner terminated as provided herein.

Section 5. Services.

A. The AAA shall perform the tasks described in the Scope of Services (also referred to herein as the "Scope") attached hereto as Exhibit "A" and incorporated into and made a part of this Agreement, following the MPO's issuance of a Notice to Proceed. The total not to exceed amount of the MPO's share of the costs of AAA's performance of the Scope of Services and this Agreement is One Hundred Thousand Dollars (\$100,000.00). The AAA shall similarly contribute One Hundred Thousand Dollars (\$100,000.00) in accordance with the Discretionary Program Budget set forth in page 1 of Exhibit B, to the cost of performance of the Scope and this Agreement. The parties acknowledge that the item described as the State Funding Request on page 1 of Exhibit B refers to the contribution to be made hereunder by the MPO (using funds it is to receive from FDOT).

B. Prior to the issuance of a Notice to Proceed, the parties' representatives shall confirm the timeline for the performance of each task, the expected delivery date for any deliverables(s), and the not to exceed cost of each task identified in the Scope and page 2 of Exhibit B, Deliverables with Time Schedule & Cost Estimates. AAA shall perform and complete the work in accordance with the detailed task requirements referenced in the Scope and further described in page 2 of Exhibit B, and the description of proposed expenditures set forth in page 1 of Exhibit B, Discretionary Program Budget. The MPO shall not contribute more than fifty percent (50%) of the cost of each task, including all expenses, and the cost of each task shall not exceed the amount established by the parties' representatives for that task in Exhibit B. The MPO's responsibility for the cost of performance of all of the tasks, inclusive of all expenses shall be the lesser of the sum of One Hundred Thousand Dollars (\$100,000.00) or fifty percent (50%) of the cost of AAA's performance; provided that the AAA's performance is consistent with the terms and conditions of this Agreement.

C. Upon the MPO's request, AAA representatives will meet with the MPO's staff, officials, members of the public, and other local governmental entities, and

participate in meetings of the MPO's Board at the times and places required by the MPO to discuss AAA's performance and the status of the Scope of Services, as well as the need for revision to a particular task(s). Such meeting(s) and public participation activities, shall be a part of the cost established for each task, and no additional compensation will be due the AAA for the activities described in this paragraph.

Section 6. Payments.

A. The maximum or not to exceed amount to be contributed to or paid by the MPO to the AAA for the AAA's performance of the services under this Agreement is the lesser of fifty percent (50%) of the total cost of performance or One Hundred Thousand Dollars (\$100,000.00), including any out-of-pocket or reimbursable expenses. The AAA shall notify the MPO's representative in writing when ninety (90%) of the not to exceed amount to be contributed by the MPO has been reached.

B. The AAA will bill the MPO for fifty percent (50%) of the cost of the tasks completed. Each billing shall not exceed the amount established by the parties for the MPO's contribution for the performance of the work or task(s) performed. All expenses incurred by the AAA during its performance of the Agreement shall be included in the task(s) amount established by the parties. The MPO shall not reimburse the AAA for any travel costs incurred by AAA in its performance of the services.

C. Invoices received from the AAA will be reviewed and approved by the MPO's representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the Palm Beach County Finance Department for payment. Invoices shall reference the Senior Transportation Program, shall contain an original signature of an authorized AAA official, and shall contain supporting documentation establishing the services performed and the costs incurred, and shall justify payment to the AAA. Such documentation shall be consistent with and satisfy the requirements of 49 CFR Part 18, as appropriate. Invoices will normally be paid within thirty (30) days following the MPO's representative approval. Payments will be remitted to the AAA at the address set forth in Section 31 of this Agreement or such other address as is designated in writing by the AAA to the MPO.

D. Any expense or cost incurred by the AAA in its performance of this Agreement not specifically included in the Scope of Service shall not be eligible for reimbursement.

E. In order for each party to close its books and records, the AAA will clearly state "final invoice" on its last and final billing. This certifies that all tasks have been properly performed and all charges and costs have been invoiced to the MPO. Since this account will thereupon be closed, any and other future charges, if not properly included on this final invoice, are waived by the AAA.

F. If after completion of the Scope of Services or expiration of the term of this Agreement, any claim is made by the MPO or FDOT resulting from an audit or investigation of services performed, the MPO or Palm Beach County may offset such

amount from payments due the AAA under any other agreement(s) which the MPO or Palm Beach County may have with the AAA if, upon demand, payment of the amount is not received by the MPO within thirty (30) days of demand. The act of offsetting the amount claimed and due shall not be considered a breach of contract under any other agreement(s) that the AAA has with the MPO or Palm Beach County.

Section 7. Reports and Ownership of Documents.

A. All written and oral information provided by the MPO to the AAA shall be considered a public record open to public inspection unless the MPO simultaneously with the providing of such information to the AAA, specifically and in writing, indicates that certain information is confidential or exempt and the basis for it being excluded from public review and inspection. All drawings, maps, sketches, programs, data-base reports, and other data developed under this Agreement shall be the property of the MPO and other agencies providing funding but may be reused by the MPO or AAA.

B. Notwithstanding anything in this Agreement to the contrary, both parties agree to comply with the provisions of Florida's Public Records Law. The AAA agrees that the MPO may unilaterally terminate this Agreement, should the AAA refuse to allow public access to any non-confidential or non-exempt documents, papers, letters or other material, or portions thereof, subject to the provisions of Chapter 119, F.S.

C. Prior to the AAA's use and distribution of literature and materials, funded in whole or in part under this Agreement, the AAA will furnish to the MPO drafts or samples of all pamphlets, brochures and informational literature that it intends to use in the performance of the Scope of Services, for the MPO's review and approval. In addition, prior to implementing any outreach programs funded hereunder, in whole or in part, the AAA will advise and update the MPO of content and scope of the outreach program it desires to implement and obtain the MPO's consent to go forward with the program.

Section 8. No Independent Contractor or Agency Relationship Created.

A. The AAA is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the MPO. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AAA's sole direction, supervision, and control. The AAA shall exercise control over the means, method and manner in which it and its employees, servants, and subcontractors perform the work, and in all respects the AAA's relationship and the relationship of its employees, servants and subcontractors to the MPO shall be that of an Independent Contractor.

B. Nothing in this Contract shall create any association, partnership, joint venture or agency relationship between the parties or any employer-employee or volunteer relationships. Neither the employees nor volunteers of the AAA shall be deemed to be the employees or volunteers of the MPO.

C. The AAA does not have the power or authority, nor shall it represent that it has the power or authority to any third party, to bind the MPO to any promise, agreement or representation.

Section 9. Termination. This Agreement may be terminated by the AAA upon thirty (30) days written notice to the MPO's representative in the event of substantial failure by the MPO to perform in accordance with the terms of this Agreement through no fault of the AAA. It may also be terminated, in whole or in part, by the MPO, with cause or without cause and for the convenience of the MPO, upon five (5) days written notice to the AAA. The AAA shall not be entitled to any anticipated lost profits on uncompleted work or other damages of any type or form as a result of the MPO's termination of this Agreement. The AAA shall be paid for services rendered to the MPO's satisfaction through the date of termination except, that if the AAA is in default the MPO shall have a right to set off against the amount that would otherwise be payable to the AAA to compensate the MPO for any actual damages suffered because of the AAA default(s). After receipt of a Termination Notice and except as otherwise directed by the MPO, the AAA shall:

1. Stop work on the date and to the extent specified.
2. Incur no further costs, including personnel costs, or place orders for materials or services, except as may be necessary to complete any portion of the Scope of Services not terminated, provided, that the AAA has obtained the MPO's agreement that such portions of the Scope of Services must be completed.
3. Terminate and settle all orders and subcontracts relating to the performance of the Scope of Services or portions thereof terminated.
4. Transfer all work in progress, completed work and other materials related to the terminated Scope of Services or portions thereof.
5. Continue and complete all parts of the Scope of Services or portions thereof that have not been terminated, as directed by the MPO's representative.

Section 10. Third Party Contracts, Non-Discrimination and Other Requirements.

A. The AAA is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities. Neither the AAA nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex. The AAA shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation (U.S. DOT) assisted contracts. Failure by the AAA to carry out these requirements for this Agreement is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy or action as the MPO deems appropriate.

B. It is the policy of the MPO that DBEs as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts funded, in whole or in part, with FDOT funds. The AAA agrees and shall require its contractors to agree that DBEs as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts funded in whole or in part with funds provided under this Agreement. The parties acknowledge, however, that no DBE goal has been established for this Agreement. In the event a DBE(s) shall participate in the performance of services under this Agreement, the AAA shall report such utilization, maintain records and documents of payment information necessary to document payments, furnish other information or certifications required by the MPO or FDOT, and perform such acts required by and in accordance with the requirements of the MPO's adopted DBE Program, as it may be amended from time to time.

C. The AAA represents and warrants that neither it nor its employees will discriminate in the performance of this Agreement and that all of its employees and applicants for employment shall be treated equally and without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, age, marital status, national origin, or ancestry, and that it will take affirmative action to ensure equal treatment. Such affirmative action will encompass the following: Employment upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

D. The AAA shall comply with the regulations relative to non-discrimination in federally assisted program of the U.S. DOT at 49 CFR Part 21, as they may be amended from time to time.

E. The AAA will notify each potential subcontractor and supplier of goods and services needed for the performance of this Agreement of the non-discrimination obligations hereunder and that discrimination on the grounds of race, sex, sexual orientation, gender identity or expression, color, religion, disability, age, marital status, familial relationship, national origin, or ancestry is prohibited.

F. The AAA shall provide all information and reports needed by the MPO to ensure compliance with Federal regulations or directives related to AAA's performance of this Agreement and the MPO's obligations hereunder or its grants or funding agreements. The AAA shall permit access to its books, records, accounts, facilities, or other sources of information as may be determined by FDOT or the U.S. DOT to be pertinent to the determination that the AAA and the MPO are in compliance with said regulations or directives.

G. In the event the AAA fails to comply with the non-discrimination provisions of this Agreement, the AAA may be subject to such sanctions as the MPO, FDOT or the U.S. DOT determine to be appropriate, including but not limited to: the withholding of payments; cancellation or termination of this Agreement; or suspension of the

Agreement, in whole or in part.

H. The AAA will include the above-state clauses of this Section 10, modified to show the particular contractual relationship, in all subcontracts it enters into related to the Scope of Services.

I. The AAA does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VIII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

J. The AAA does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *etc. seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

K. The AAA shall not enter into any contract, subcontract, or arrangement in connection with the Scope of Services or any property included or planned to be included in the Scope of Services, in which any member, officer, or employee of the MPO during his or her tenure or for two (2) years thereafter has any interest, direct or indirect. If any present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed, the MPO, with the approval of FDOT, may waive the prohibition contained herein; provided, that, any such present member, officer or employee shall not participate in any action relating to the Scope. The AAA shall insert in all contracts entered into in connection with the Scope of Services or any property included or planned to be included in the Scope of Services, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the MPO during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

L. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising there from.

M. The AAA shall report all grievances or complaints pertaining to its actions and obligations under this Section to the MPO.

Section 11. Insurance. It shall be the responsibility of the AAA to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

A. AAA shall procure and maintain through the term of this Agreement, Worker's Compensation & Employers Liability insurance up to the statutory limits specified in Section 440.02, Florida Statutes. The Worker's Compensation insurance shall extend to

all employees of the AAA and, if required by law, shall also extend to volunteers of AAA.

B. Without waiving the right to Sovereign Immunity as provided by Section 768.28, Florida Statutes, AAA and MPO agree that the limits of insurance coverage which the AAA is to procure and maintain through the term of this Agreement for Commercial General Liability and Business Automobile Liability shall be at least the coverage limits of \$100,000 per person and \$200,000 per occurrence or such monetary waiver limits as may, from time to time during the term of this Agreement, be set forth in the Florida's sovereign immunity statute, which MPO recognizes as acceptable regarding General Liability and Automobile Liability. The AAA reserves the right to self-insure for the coverage limits set forth above.

C. Certificates of Insurance, evidencing that required insurance coverages have been procured by AAA shall be delivered to the MPO prior to the AAA's performance of any act under this Agreement. If the AAA has elected to self-insure during the term of this Agreement it shall provide evidence thereof in a form deemed satisfactory to MPO and have received MPO's approval thereof prior to terminating any insurance coverage in effect. The signed Affidavit or Certificate of Insurance evidencing the required Commercial General Liability insurance coverage shall contain an "additional insured endorsement" naming the Palm Beach Metropolitan Planning Organization, as an additional insured.

D. When obtaining new insurance, the AAA shall endeavor to obtain Certificate(s) of Insurance containing a statement that unequivocally provides that not less than thirty (30) days written notice to MPO will be given prior to cancellation of coverage thereunder. In the event AAA is unable to provide Certificate(s) of Insurance that satisfy the notice requirements of this paragraph, the MPO's Executive Director may, on a case by case basis and for good cause shown (e.g., AAA is unable to furnish a Certificate of Insurance that complies in all respects with the notice requirements after diligently attempting to obtain such a certificate), waive or vary these notice requirements.

E. All insurance must be acceptable to and approved by MPO and Palm Beach County as to form, types of coverage, and acceptability of the insurers providing coverage.

Section 12. Personnel.

A. AAA represents that it has, or will secure at its own expense, all necessary personnel required to perform the tasks under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the MPO nor shall they be considered as joint employees or volunteers of the MPO.

B. All of the services required hereunder shall be performed by the AAA or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. The AAA warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

D. The AAA shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

Section 13. Availability of Funds. Notwithstanding anything contained in this Agreement, the MPO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation (for each fiscal year during which this Agreement is in effect) for the purposes of this Agreement by the MPO and Palm Beach County's Board of County Commissioners.

Section 14. FDOT Funding.

A. This Agreement is funded in whole or in part by funds received from FDOT by the MPO. The expenditure of such funds is subject to the terms and conditions of a Joint Participation Agreement (JPA) between the MPO and the FDOT dated August 10, 2006, as it may be amended from time to time. A copy of the JPA is attached hereto as Exhibit C. The MPO shall not be obligated to perform or pay for any tasks provided or to be provided under this Agreement, including reimbursement of costs and expenses: 1) if FDOT has not approved this Agreement; 2) if FDOT determines that any of the tasks provided or to be provided, including reimbursement of costs or expenses are not "eligible project costs" for which the MPO will be reimbursed; 3) if FDOT shall not approve any requisition or invoice submitted by the MPO to FDOT for reimbursement under the MPO's JPA with FDOT; or 4) if FDOT shall terminate or cancel its JPA with the MPO or fail to fully fund its obligations there under.

B. The AAA shall not perform any act, fail to perform any act or refuse to comply with MPO requests which would contribute to or cause the MPO to be in violation of the terms or conditions of its JPA with FDOT or cause or contribute to FDOT's refusal to approve a requisition for payment or reimbursement submitted by the MPO. The AAA acknowledges and agrees that the MPO's duties and obligations under this Agreement are contingent upon the MPO's receipt of funds from FDOT or the U.S.DOT, or any agency thereof, to pay for the services provided by the AAA hereunder.

C. AAA will immediately remedy any deficiency or violation found by the MPO upon notice of such from the MPO. The MPO's obligation to pay the AAA is contingent upon the MPO's receipt of funds from the FDOT for the purposes of this Agreement. The MPO's failure to receive the funds needed to pay for the services to be provided hereunder or the revocation of such funds shall constitute a basis for termination for convenience in accordance with Section 9 of this Agreement. Termination by the MPO under such circumstances shall not be considered a breach and no sums shall be due and owing to the AAA as a result of such termination.

Section 15. Conflict of Interest.

A. AAA represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or tasks required hereunder, as provided for in Section 112.311, Florida Statutes. AAA further represents that no person having any such interest shall be employed for said performance.

B. The AAA shall promptly notify the MPO's representative, in writing, by certified mail, of all potential conflicts or interest for any prospective business association, interest, or other circumstance which may influence or appear to influence AAA's judgment or quality of tasks being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that AAA may undertake and advise the MPO as to whether the association, interest, or circumstance would, in the opinion of MPO, constitute a conflict of interest if entered into by AAA. The MPO will endeavor to notify AAA of its opinion as to whether a conflict exists under the circumstances identified by the AAA. If, in the opinion of MPO, the prospective business association, interest, or circumstance would constitute a conflict of interest by AAA, the AAA shall immediately act to resolve or remedy the conflict. If the AAA fails to do so, the MPO may terminate this Agreement for cause.

Section 16. Excusable Delays. The AAA shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the AAA and without its fault or negligence. Such causes include, but are not limited to, acts of God, natural or public health emergencies, and abnormally severe and unusual weather conditions. Upon the AAA's request, the MPO shall consider the facts and extent of any failure to perform the work and, if the AAA's failure to perform was without its fault or negligence, the Tasks/Deliverables Schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the MPO's rights to change, terminate, or stop any or all of the Scope of Services at any time.

Section 17. Contingent Fees. The AAA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AAA, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bonafide employee working solely for AAA, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 18. Access and Audits.

A. AAA shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, AAA shall maintain such records, and shall require its contractors providing materials or performing work under this Agreement to maintain their records, until notified by the MPO that the litigation or claims have been concluded and resolved.

B. The MPO, the FDOT, and the U. S. DOT and its agencies shall have

access to and AAA shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection or audit, during normal business hours at AAA's place of business. The AAA shall similarly require its contractors providing materials or performing work under this Agreement, to make their books, records and documents related to the performance of this Agreement available for inspection and audit.

Section 19. Preparation of Documents, Certifications and Reports. Should the MPO be required by FDOT or any agency of the Federal government to provide any certifications, documents or reports related in any manner to this Agreement, the AAA will cooperate and assist the MPO with the preparation of such.

Section 20. Authority to Practice. AAA hereby represents and warrants that it has and will continue to maintain all licenses and approvals required in conducting its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with the requirement of law. Proof of such licenses and approvals shall be submitted to MPO's representative upon request.

Section 21. Assignment. Neither this Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by AAA without the prior written consent of MPO.

Section 22. Indemnification.

A. The AAA agrees to protect, defend, reimburse, save, indemnify and hold the MPO, its successors or assigns, and directors, officers, employees, servants and agents, free and harmless at all times from and against any and all suits, actions, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature related to arising out of the AAA's performance of this Agreement, and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the AAA or anyone under its direction or control, or on its behalf. AAA's hold harmless and indemnity obligations shall apply to the fullest extent permitted by law, but shall not apply to liability caused by the negligence or willful misconduct of the MPO.

B. The AAA further agrees to protect, reimburse, save, defend, indemnify and hold harmless the MPO, its successors and assigns, and its directors, officers, agents, servants and employees from and against any claim, demand, cause of action, loss, liability, interest, attorney fees, costs, and expense of whatsoever kind or nature arising out of any conduct or misconduct of the AAA not included in the paragraph above and for which the MPO or its officers, directors, servants, agents or employees are alleged to be liable.

Section 23. Application of Federal Law. The AAA hereby acknowledges that Federal laws, regulations, policies and related administrative practices may be applicable to the AAA's activities under this Agreement. The AAA agrees that this Agreement may be modified by the MPO, upon notice to the AAA and without further

action of the parties, to conform to the most recent Federal laws, regulations, policies and related administrative practices made applicable to the MPO and the purposes of this Agreement, as a result of the MPO's status as a grant recipient of FDOT funds or funds from an agency of the U.S. DOT.

Section 24. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy here under shall preclude any other or further exercise thereof. No person or entity other than the AAA or MPO shall have any rights in this Agreement or any remedy against either the AAA or MPO for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the AAA to the MPO hereunder.

Section 25. No Waiver. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 26. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 27. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 28. Severability. Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

Section 29. Entirety of Agreement and Modifications. MPO and AAA agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 30. Survivability. Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

Section 31. Notice. Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms: (i) by registered

or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication (ii) by overnight courier service addressed to the party to receive such notice, invoice, or communication or (iii) by hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to MPO:

**Randy Whitfield, Director
Palm Beach Metropolitan Planning Organization
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2749
Phone: (561) 684-4170
Fax: (561)233-5664**

If to AAA:

**Robert McFalls, Chief Executive Officer
Area Agency on Aging Palm Beach/Treasure Coast, Inc.
4400 N. Congress Avenue
West Palm Beach, FL 33407
Phone: (561) 684-5885
Fax: (561) 697-8699**

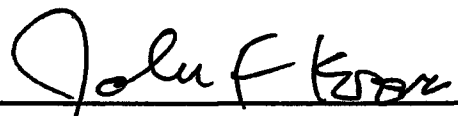
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IN WITNESS WHEREOF, the AAA and MPO have hereunto set their hands the day and year above written.

ATTEST:


PALM BEACH METROPOLITAN
PLANNING ORGANIZATION

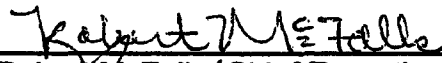

By: 
Executive Secretary

By: 
Chair

WITNESS:


AREA AGENCY ON AGING
PALM BEACH/TREASURE COAST, INC.


Signature *V. W. Plan*

By: 
Robert McFalls, Chief Executive Officer

Alan Sadowsky, Board Chair

Approved as to Form and
Legal Sufficiency

Approved as to Terms
and Conditions

By: 
County Attorney

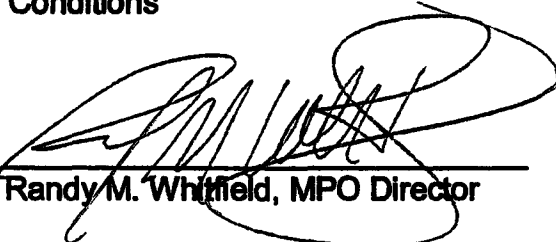
By: 
Randy M. Whitfield, MPO Director

Exhibit A

**Exhibit A -Scope of Services
Project Schedule**

APPLICANT NAME: Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

PROGRAM TYPE: Senior Supplemental Transportation

PROJECT DESCRIPTION: Supplemental transportation services that will provide education, information, personal assistance, and alternative transportation options to seniors.

Planned Date	Activity Description	Responsible Party	Projected Completion	Deliverables
January 2009	Contract Approved/ Transportation Coordinator Hired	Robert L. McFalls, CEO	January 2009	Service Contract
February 2009	Develop strategic Goals, objectives, & outcome measurements	Senior Management and Transportation Coordinator	March 2009	Strategic Plan
February 2009	Recruit and train volunteer coaches and escorts Develop Volunteer Speakers' Bureau to educate seniors in the community Quarterly Volunteer Assessments	Transportation Coordinator in collaboration with RSVP Volunteer Coordinator	Ongoing to June 30, 2010	40 highly trained qualified volunteer coaches and escorts Create Volunteer Speakers' Bureau Quarterly Volunteer Assessments
February 2009	Assessment and evaluation of current transportation options available to seniors. Evaluation of geographic pockets and "senior zones"	Transportation Coordinator, In collaboration with PBC, United Way, senior service providers, and other entities to include FL International University	April 2009	Assessment Report
March 2009	Coordinate with senior communities to develop plan to expand We Care services.	Transportation Coordinator and local senior communities, in collaboration with service network providers	June 2010	Expansion of We Care transportation options and car pooling program November Develop and distribute literature such as brochures and flyers to promote senior car pooling options

January 2009 - December 2010

March 2009	Produce culturally appropriate marketing strategies and materials to promote supplemental transportation options	Transportation Coordinator and Fiscal Staff in collaboration with Director of Community Relations and community partners	June 2010	Multilingual educational brochures, flyers and other resources
March 2009	Distribution of marketing materials to seniors through senior centers, libraries, faith-based organizations, congregate meal sites, and senior residences	Transportation Coordinator in collaboration with multicultural organizations, senior service providers, and faith-based organizations	On-going June 2010	Marketing materials distributed to 50,000 seniors
March 2009	Community forums and presentations to include Hispanic and Haitian communities	Transportation Coordinator, Fiscal Staff, and Volunteer Speakers' Bureau	June 2010	Community forums and educational and informational presentations held throughout PBC to seniors/caregivers
April 2009	Formalize and implement transportation curriculum for English-speaking and Limited English Proficient minority seniors for incorporation in Opening Doors Literacy program-to include understanding transportation services scheduling and assisting in usage of fixed route services.	Transportation Coordinator and Senior Literacy Instructor	June 2010	Transportation Module for Opening Doors Transportation Literacy Program

May 2009	Feasibility study for the use of private tax to supplement senior transportation options.	Transportation Coordinator, Fiscal Staff, and MPO	June 2010	Tax Feasibility Study
May 2010	Grant Evaluation and Outcome Measurements	AAA and MPO	June 2010	Grant Assessment Report

Exhibit B

Exhibit B

Discretionary Program Budget
Senior Supplemental Transportation Program

Applicant Name: Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Program Type: _____

CAPITAL EXPENDITURE DETAIL

Passenger Vehicle Type:

	Quantity	Price Each	Total Costs
Bus (30 ft - 45 ft)	_____	_____	0
Van	_____	_____	0
Spare parts	_____	_____	0
Other (Specify)	_____	_____	0
Stops/Shellers/Stations/Terminals:			
<Facility Description>	_____	_____	0
Support Equipment:			
<Specify Equipment>	_____	_____	0
TOTAL CAPITAL COSTS			0
State Funding Request			0
Local Funding Share - <Identify source(s) of funding>			
Local Foundation Cash Match			25,000
Area Agency on Aging In-Kind Match			75,000

NON CAPITAL EXPENDITURE DETAIL

OPERATING/ADMINISTRATIVE/PLANNING/MARKETING

Operating Budget			
Administrative Costs			
Executive management, finance & other support staff time/effort, general insurances audit, legal in support of direct program personnel calculated at 10% of total personnel costs			7,500
Salary & Wages (includes benefits, travel, phone, etc.)			\$75,000
Materials & Supplies (Office Supplies, Postage)			5,400
Equipment (Computer) for Staff			\$1,300
Other Operating Expenses			
Expansion of We Care Services			68,000
Recruitment, training & Recognition of Volunteers			
Background Checks, Badges			\$7,500
Community Forums/Outreach			\$5,000
Building/Occupancy (full services lease 500 sf)			\$12,000
Other/Indirect (other indirect/direct staff time, insurance/audit)			\$11,800
Total Operating Costs			\$193,500
Planning Costs			
Marketing Costs (Brochures, Flyers, Printing)			\$6,500
TOTAL NON CAPITAL COSTS			\$200,000
LESS: Project Revenues (e.g., passenger fare revenue)			
NET OPERATING COSTS			200,000
State Funding Request			100,000
Local Funding Share -			
Local Funding			25,000
Area Agency on Aging In-kind Match			75,000

AAA - Project Schedule, January 1, 2008 - June 30, 2010

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Estimated Cost	
Coordinator on Board	X																			
Strategic Plan Goals/Objectives		X	X																\$4,000	
Assessment Report																				
Assessment of Transportation Options/Pockets of Seniors		X	X	X															\$18,000	
Expand We Care Volunteer Training/ Speaker's Bureau/ Quarterly Volunteer Assessments			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$40,000	
Multilingual Educational Materials			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$38,000	
Distribution of Educational Materials			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$60,000	
Community Forums (minimum of 3)			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$5,000	
Feasibility Study					X	X	X	X	X	X									\$20,000	
Opening Doors Transportation Literacy Program				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$10,000	
Grant Evaluation																			\$2,000	
TOTAL COST																			\$200,000	

Exhibit C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

755-030-06
PUBLIC TRANSPORTATION
01/01
Page 1 of 11

Financial Project No.: <u>42049118401</u> <small>(segment-phase-sequence)</small>	Fund: <u>DS</u>	FLAIR Approp.: <u>086774</u>
Contract No.: <u>AOIR2</u>	Function: <u>680</u>	FLAIR Obj. <u>750012</u>
Catalog of Federal Domestic Assistance Number: _____	Federal No.: _____	Org. Code: <u>55042010429</u>
	DUNS No.: _____	Vendor No.: <u>F596000786063</u>
		Catalog of State Financial Assistance Number: <u>55.012</u>

THIS AGREEMENT, made and entered into this 10th day of August, 2006,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Palm Beach Metropolitan Planning Organization
100 Australian Way, West Palm Beach, FL 33406
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before January 1, 2009 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH.

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

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

1.00 Purpose of Agreement: The purpose of this Agreement is
To provide service development funds to assist with the creation and implementation of an Independent Transportation
Network for Seniors.

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

2.00 Accomplishment of the Project

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

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

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

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

3.00 Project Cost: The total estimated cost of the project is \$ 200,000.00. This amount is based upon the estimate summarized in Exhibit "E" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation including contingencies the project in the amount of \$ 100,000.00 not to exceed 50 % of the total project cost as detailed in Exhibit "B".

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

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

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

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

6.00 Project Budget and Payment Provisions:

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

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

7.00 Accounting Records:

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

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

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

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

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

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

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

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

8.13 For real property acquired, submit:

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

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

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

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

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

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained hereof.

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

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

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

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

9.00 Termination or Suspension of Project:

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

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

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 19, F.S. and made or received in conjunction with this Agreement.

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

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

12.00 Contracts of the Agency:

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

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

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000c, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

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

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

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

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

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

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

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

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

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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

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

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

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

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

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

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

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

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

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

17.00 Appropriation of Funds:

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

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before January 1, 2009. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: 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 or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or 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.

775-63-46
PUBLIC TRANSPORTATION
FORM
Page 33 of 44

Financial Project No 42049118401
Contract No AGI 82
Agreement Date AUG 10 2006

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

AGENCY

FDO

Palm Beach Metropolitan Planning Organization
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller 8/2/06

SIGNATURE

Laurie L. Graft
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

John F. Kovacs
SIGNATURE

Gerry O'Reilly
DEPARTMENT OF TRANSPORTATION

TITLE

District Director of Transportation Development
TITLE

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

FM No. 42049118401
Contract No. AOI 82

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County MPO dated AUG 1 1999

PROJECT LOCATION:

Palm Beach County,

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide service development funding assistance to purchase, create and implement Independent Transportation Network for seniors.

SPECIAL CONSIDERATION BY AGENCY:

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

SPECIAL CONSIDERATION BY DEPARTMENT:

- 1 Invoice summary and backup information must be submitted with 10 calendar days of receipt of and installation of enhancement. Contact the District Office for guidance.
2. Quarterly Progress Reports due within 30 days of the end of the quarter.
- 3 Audit reports as described in Section 7.60 of this JPA.

FM No. 42049118401
Contract No. ACI 82

EXHIBIT "B"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County MPO dated 2006

I.	PROJECT COST:	\$200,000.00
	Purchase, create and implement Independent Transportation Network for seniors.	
II.	TOTAL PROJECT COST	\$200,000.00
III.	PARTICIPATION:	
	Agency Participation	
	In-Kind	\$25,000.00
	Cash	\$75,000.00
	Other	
	Maximum Department Participation, Primary	
	(DS) (DDR) (DIM) (PORT) (CIGP)	(50%) or \$100,000.00
	Federal Reimbursable (DU) (CM) (DFTA)	(%) or \$
	Local Reimbursable (DL)	(%) or \$
IV.	TOTAL PROJECT COST	\$200,000.00

In accordance with the requirements of Section 129.07, F.S., the Agency's approval of this Agreement, its performance and obligations thereunder, and the Agreement's duration are subject to and contingent upon an annual budgetary appropriation by Agency's Board of County Commissioners for the purpose of the Agreement.

FM No. 42049118401
Contract No. AC182

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County MPO dated January 2, 1992

Reference Section 341 Florida Statutes.

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

Safety Requirements

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

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

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

Fin. Proj. No.: 420429118401
Contract No.: ADI 82
Agreement Date: 2/1/89

EXHIBIT D PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to Palm Beach MPO may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

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 Palm Beach MPO regarding such audit. Palm Beach MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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:

1. In the event that the recipient expends \$500,000 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 I to this agreement indicates Federal resources awarded through the Department by this agreement. 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.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to audit responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 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. However, if the recipient 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).
4. 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.

Proj. No.: 420429118401
 Contract No.: AC-182
 Agreement Date: 11/1/06

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, 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 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. 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.
2. 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.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient 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).
4. 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.

PART III: OTHER AUDIT REQUIREMENTS

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.

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 FDOJ, the Department of Financial Services, 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.

F... Proj. No.: 420429118401
Contract No.: ACT 82
Agreement Date: AUG 1 1982

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:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. 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 10th Street
Jeffersonville, TN 47132

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

2 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 each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

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 each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

Proj. No.: 42042911840
Contract No.: 4282
Agreement Date:

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. 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

4. 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:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. 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.

6. 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.

PART VI: RECORD RETENTION

i. 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, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, 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.

Proj. No.: 420429118401
 Contract No.: ACL 82
 Agreement Date: AUG 7 1992

EXHIBIT - 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Objectives

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
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Objectives

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--------------------------------------------------------------------	---------------

Objectives

- 1.
- 2.
- 3.

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 1 be provided to the recipient.

Exhibit -1

State Resources

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number/ Title)</u>	<u>Amount</u>
Florida Department of Transportation	55012 Public Transit Service Development	\$100,000.00

Compliance Requirements

1. Improving system operations, including, but limited to realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to three years;
2. Improving system maintenance procedures, including, but not limited to, effective preventative maintenance programs, improve mechanics training programs, decreasing service repair calls, decreasing parts inventory requirement, and decreasing equipment downtime, for a period up to 3 years;
3. Improving marketing and consumer information programs, including, but not limited to automated information services, organized advertising and promotion program signing of designated stops, for a period of two years; and
4. Improving technology involved in overall operations, including but not limited to transit equipments, fare collections techniques, electronic data processing applications, and bus locator for a period up to two years. Section 341.051 (5) (b)(3)(f), Florida Statutes.

RESOLUTION MPO 3-06

A RESOLUTION OF THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO FUND THE INDEPENDENT TRANSPORTATION NETWORK FOR PALM BEACH COUNTY.

WHEREAS, older Americans are dependent on automobiles for transportation to essential services and trips associated with their quality of life and

WHEREAS, this dependence poses serious safety and mobility problems for older drivers with diminished capacity affecting their ability to drive and

WHEREAS, the Independent Transportation Network (ITN) was created to address the mobility needs for seniors and

WHEREAS, the United Way of Palm Beach County has expressed an interest in implementing an ITN program locally and

WHEREAS, the Florida Department of Transportation (FDOT) has offered to fund a portion of the planning and initial implementation of the ITN; and

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) would assist in the planning activities and administer the funds from FDOT

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION THAT

- 1 The MPO authorizes the Chair or his designee to execute a Joint Participation Agreement (JPA) with FDOT for funding of the ITN project for Palm Beach County
- 2 The MPO authorizes the Director to provide any additional information or material necessary to support the funding agreement.

The foregoing Resolution was offered by Commissioner JAMES MERCUS who moved its adoption. The motion was seconded by Commissioner Fetha Lowe and upon being put to a vote the motion passed. The Chairman thereupon declared the Resolution duly adopted this 13th day of June 2006.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By [Signature]
Chairman

ATTEST

By [Signature]
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By [Signature]
Assistant County Attorney



The Job F1989HLR; user I.D.
F1989HL <MVS@DOT>
08/02/2006 02:49 PM

To PT429CW@ool.state.fl.us

cc

bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT A0182

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #A0182 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNTY
Vendor ID: VF596000785063
Beginning date of this Agmt: 09/01/06
Ending date of this Agmt: 01/01/09

Description:
To fund the creation and implementation of an Independent Transportation Network for Seniors

ORG-CODE (FISCAL YEAR) AMENDMENT ID	*EC	*SUBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFM
		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
		*SEC.	*USER ASSIGNED ID	*ENC LINE(69)/STATUS		

Action: ORIGINAL Funds have been: APPROVED

55 042010429	*FI	*750612	100000.00	*42049116401	*660	
2007		*55100100		*066774/07		
0201		*00		*0001/04		

TOTAL AMOUNT: \$ 100,000.00

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 08/02/2006

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA


BGEX 560 021809-1071

BGRV 560 021809-317

BUDGET AMENDMENT
FUND - 1360 METROPOLITAN PLANNING ORGANIZATION

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
REVENUE								
<u>Senior Transportation Program</u>								
560 5649	3449 - State Grant Other Transportation		0	100,000	0	100,000		
TOTAL RECEIPTS & BALANCES		3,849,358	3,849,358	100,000	0	3,949,358		
EXPENDITURES								
<u>Senior Transportation Program</u>								
560 5649	3401 - Other Contractual Services		0	100,000	0	100,000		
TOTAL APPROPRIATIONS AND EXPENDITURES		3,849,358	3,849,358	100,000	0	3,949,358		

Metropolitan Planning Organization
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures


Date
2-18-09

By Board of County Commissioners
At Meeting Of
March 17, 2009
Deputy Clerk to the
Board of County Commissioners

Attachment # 4
Page 1 of 1