

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures					
Operating Costs	<\$96,542>				
External Revenues	\$96,542				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1341 Dep't. 542 Unit 5101 Object 3449
 Program _____ Reporting Category _____

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

C. Departmental Fiscal Review: *John Murphy*
 John Murphy, Finance Manager

III. REVIEW COMMENTS

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

[Signature] 5/26/09
 88 5/12/09 OFMB
 2 5/12/09 5/11/09

[Signature] 5/27/09
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 5/28/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

Financial Project No.: <u>40718818401</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>ANG71</u>	Function: <u>680</u>	FLAIR Obj.: <u>750010</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
		Vendor No.: <u>VF598000785153</u>
		Catalog of State Financial Assistance Number: <u>55010</u>

THIS AGREEMENT, made and entered into this 1 day of October, 2004,
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 County Board of County Commissioners
302 North Olive Avenue, West Palm Beach, FL 33401
hereinafter referred to as Agency.

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 funding assistance to Palm Beach County to offset the operating costs of providing transit services in the County

and as further described in Exhibit(s) A, B, & C 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, 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 \$ "See Exhibit B". This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof. 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, in the project in the amount of \$ "See Exhibit B" as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

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 paragraph 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 paragraph 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under paragraph 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: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

7.61 Federal Audit: In the event the Agency expends a total of \$300,000 or more in Federal awards in its fiscal year, the Agency must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133. 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. If the Agency expends less than \$300,000, this audit is not required and if the Agency elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, the cost of the audit must be paid from non-Federal funds.

The Agency agrees to allow the Department or an independent auditor of the Department, the State Comptroller, and the Auditor General access to the Agency's records and financial statements as may be necessary for complying with the requirements of 31 U.S.C. 7501 et seq.

Pursuant to OMB Circular A-133, Subpart C, .320(d), the Agency shall provide a copy of the reporting package and any management letters to the Department, or copies of audit reports for audits conducted in accordance with OMB Circular A-133, to the Department and to:

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

7.62 State Audit: In the event that the Agency expends a total of \$300,000 or more in State awards in its fiscal year, the Agency must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes and the applicable rules of the Executive Office of the Governor, the State Comptroller, and the Auditor General. In determining the State awards expended in its fiscal year, the Agency shall consider all sources of State awards except State awards received for Federal program matching requirements which shall be excluded from consideration. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State agency. If the Agency expends less than \$300,000, this audit is not required and if the Agency elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-State funds.

The Agency agrees to allow the Department, the State Comptroller, and the Auditor General access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, F.S.

The Agency shall provide annual financial reporting package of audits prepared in accordance with Section 215.97, F.S., and applicable Rules of the Auditor General to the Department and to:

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

7.63 Other Requirements: If an audit discloses any significant audit findings relating to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.70 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility.

In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section with an Exhibit "C".

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 Four Public Transportation Office 3400 W. Commercial Blvd. Ft. Lau., 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 paragraph 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;

- (1) the date the Agency acquired the real property,
- (2) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (3) 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 paragraphs 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 paragraph 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.

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.

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 and its consultants, contractors, subcontractors, agents and/or employees 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, contractors, subcontractors, consultants and/or employees during the performance of the Agreement, except that neither the Agency, its agents, consultants, contractors, subcontractors and/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 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 10/1/2009. 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 paragraph 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: Pursuant to 287.133(3)(a) F.S. the following is applicable to this agreement. 287.133(2)(a) "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.

Financial Project No. 40718818401

Contract No. ANQ71

Agreement Date 10/1/04

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

R2004 1923
SEP 14 2004

AGENCY

FDOT

Palm Beach County Board of County Commissioners

AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller SEP 29 2004 (MSE)

Karen T. Marcus, Chair

SIGNATORY (PRINTED OR TYPED)

Linnia C. Gross

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

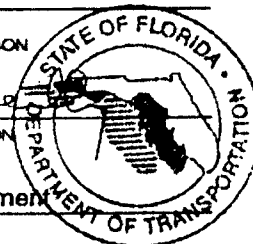
[Signature]

SIGNATURE

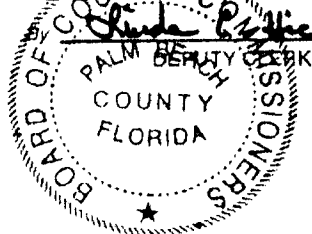
[Signature]
DEPARTMENT OF TRANSPORTATION

District Director of Transportation Development

TITLE



DOROTHY H. WILKEN, CLERK
Board of County Commissioners



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

[Signature]

Palm Beach County Attorney

[Signature]

Executive Director
PALM TRAN

FINANCIAL PROJECT NO. 40718818401

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 the Palm Beach County Board of County Commissioners referenced by the above Financial Project Number.

PROJECT LOCATION:

Palm Beach County, FL

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide funding assistance to Palm Beach County to offset the operating costs of providing public transportation services in the county.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project 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 CONSIDERATIONS BY DEPARTMENT:

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Palm Beach County Board of County Commissioners referenced by the above Financial Project Number.

PROJECT ESTIMATED AND PROGRAMMED BUDGET:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years is based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner. After all program requirements have been met, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and the beginning date when eligible project costs may be incurred. This notification must be signed by the agency and returned to the Department.

			FY2004/2005
Local Funding (LF)	(50	%)	\$ 3,269,969
Federal Reimbursable (DU)	(%)	\$
State Funding (DDR)	(50	%)	\$ 3,269,969
TOTAL PROJECT COST			\$ 6,539,938
MAXIMUM DEPARTMENT PARTICIPATION			\$ 3,269,969

In accordance with the requirements of Section 129.07, Florida Statutes, the Agency's approval of this Agreement and the Agreement's duration are subject to and contingent upon an annual budgetary appropriation by Agency's Board of County Commissioners for the purposes of this Agreement.

EXHIBIT "C"
(For State Block Grant Only)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Palm Beach County Board of County Commissioners referenced by the above Financial Project Number.

REF: Section 341.052 F.S.

The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

As authorized in Section 341.052, Florida Statute the annual appropriation in this program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, Florida Statutes. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.

Block grant funds shall not exceed local revenue during the term of this agreement.

(Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.)

Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.

State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less. The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.

The Agency shall provide the Department with two (2) copies of its most current adopted budget together with two (2) copies of the National Transportation Database (NTD) report at the same time the Section 15 report is submitted to the Federal Transit Administration or by March 1, whichever is earlier. Unless the adopted budget uses a format consistent with the NTD report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than March 15 each year, and published either by May 1, or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

The Agency shall submit a Transit Development Plan (TDP) to the Department by July 1 each year

A TDP shall comply with the following elements at a minimum.

1. The TDP shall identify and list community goals and policies with respect to transportation and land use in general and specifically to transit service.
2. The TDP shall identify and quantify the community's need for transit service using demographic, socioeconomic, land use, transportation, and transit data as appropriate. There shall be an opportunity for the public to express the need for transit service improvements, such as but not limited to, Citizens Advisory Committees and workshops.

3. The TDP shall include an analysis of the service currently provided in the community by public and private transit service providers in terms of quality and quantity of service. The TDP shall present an analysis of any variation between the need identified and the service provided and present alternative methods of addressing any deficiencies (and the costs and benefits of each.) The process for selecting an alternative method implementation shall include an opportunity for public participation.
4. The TDP shall present a five year program for implementing the alternative selected. The five year program shall include: maps indicating areas served and the type and level of service to be provided, a monitoring program to track performance measures, a five year financial plan listing operating and capital expenses and anticipated revenues by source, and, a list of projects or services for which funding has not been identified. The last three years of the program may be presented with less detail than the first two years.
5. The TDP shall not be in conflict with the approved local government comprehensive plan and the comprehensive (long range) transportation plan.
6. The TDP is to be reviewed, revised as necessary, and adopted annually and submitted to the Department by July 1 of each year. The annual review and revision may be limited to refinements and extensions of the five year program. Major updates, to be completed every third year, shall include all elements of a TDP as defined herein.

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

Safety Requirements

- 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, an 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 Guideway 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 Guideway 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.

Other items may be added as required.

Requirements as stated in Attachment A and Table A-1

REQUIREMENTS FOR TRANSIT PERFORMANCE REPORTING

The 1990 Florida Legislature amended *Section 341.041(3), Florida Statutes (F.S.)*, which provides for the Department's transit responsibilities with respect to state transit measures, as follows:

Develop, publish, and administer state measures concerning system management, performance, productivity, cost distribution and safety of government owned public transit systems and privately owned or operated systems financed wholly or in part by state funding. Such measures shall be developed jointly with representatives of affected publicly owned transit systems and in coordination with affected privately owned systems, with full considerations given to nationwide industry norms.

Section 341.071, Florida Statutes, was also enacted requiring the following:

(2) Each public transit provider shall establish productivity and performance measures, which must be approved by the department and which must be selected from measures developed pursuant to s. 341.041(3). Each provider shall report annually to the department relative to these measures. In approving these measures, the department shall give consideration to the goals and objectives of each system, the needs of the local area, and the role for public transit in the local area.

(3) Each public transit provider shall publish in the local newspaper of its area the productivity and performance measures established for the year and a report which provides quantitative data relative to the attainment of established productivity and performance measures.

For the purpose of performance measures reporting the public transit provider shall be defined as all *Section 5307* transit systems and *Section 5311* transit systems that are not designated as Community Transportation Coordinators pursuant to *Chapter 427 F.S.* (The Commission for the Transportation Disadvantaged is responsible for the program with respect to Community Transportation Coordinators as per *Section 341.052(5), F.S.*)

Specific Requirements for Transit System Performance Reporting

Pursuant to *Section 341.071, F.S.*, the following specific requirements for transit system performance reporting shall be part of the Florida Department of Transportation Transit Block Grant Procedure:

1. The transit agency shall publish in the local newspaper of its area, in the form prescribed by the Department, the productivity and performance measures established for the transit providers' most recent completed fiscal year and the prior fiscal year.
2. The performance report shall be approved by the Department prior to its publication.
3. The performance report shall be submitted to the Department no later than September 15 of each year, and published either by November 1, or no later than twenty-eight (28) calendar days after the Department's written approval of the report.
4. The transit agency shall furnish an affidavit of publication and a copy of the newspaper report to the Department within twenty-eight (28) calendar days of publication.
5. Publish performance measures must be consistent with the transit agency's ***National Transit Database (NTD)*** report.
6. In computing per capita measures, service area population shall be used as the denominator. Service area population shall be determined according to the Federal Transit Administration's NTD guidelines.
7. For agencies operating both fixed-route and demand response systems, performance measures shall be reported separately for fixed-route and demand response services. Published fixed-route and demand response data shall include purchased transportation data for each of those modes. If data for purchased transportation are not available to compute any of the required measures, agencies can report that measure for directly-operated service only, but make a notation (footnote) that the reported value for that measure does not include purchased transportation.
8. When a new system begins to report, the first year becomes the baseline and that system would only report their first year data. In the second year of reporting, a new system shall report two years of performance data. To allow for meaningful comparison, computation of all prior year data must be consistent with methodology used to compute current year measures.
9. Performance reports shall be given as much prominence as possible in newspaper publications and must include an introductory paragraph as to why these measures are being published.
10. The newspaper publication shall at the minimum report the values of the following nine (9) performance measures (1 – 9, ***shown in Table A-1***):

**Table A-1
Required Performance Measures for Newspaper Publication
(updated based on FY 2002 NTD online reporting forms)**

INDICATOR/MEASURE	DEFINITION	SOURCE
GENERAL PERFORMANCE INDICATORS		
1. Passenger Trips	Annual number of boardings on transit vehicles. A trip is counted each time a passenger boards a transit vehicle.	Transit Agency Service Module Form S-10 non-rail: line 13, column <i>d</i> rail: line 16, column <i>d</i> — note the modes included
2. Revenue Miles	Number of annual miles of vehicle operation while in active service (available to pick up revenue passengers).	Transit Agency Service Module Form S-10 non-rail: line 8, column <i>d</i> rail: line 12, column <i>d</i> — note the modes included
3. Total Operating Expense	Reported annual total spending on operations, including administration, maintenance, and operation of service vehicles.	Financial Module Form F-30 line 15, column <i>e</i> — note the modes included
4. Operating Revenue	Directly-generated revenue, including passenger fares, park-and-ride parking revenues, auxiliary transportation revenues, non-transportation funds, and other transportation revenues. Operating revenue excludes taxes or funds dedicated to transit or other government subsidies.	Financial Module Form F-10 add column <i>d</i> from line 01 (for DO total), line 03, line 04, line 08, line 09, and line 22. Include line 02, column <i>d</i> if reporting purchased transportation service.
5. Vehicles Operated in Maximum Service	The largest number of vehicles required for providing service during peak hours (typically the rush period).	Transit Agency Service Module Form S-10 line 01, column <i>a</i> ; or Basic Information Module Form B-10 — note the modes included
6. Base Fare	The base price of one transit trip, not including any discounts or passes.	Report by mode.
EFFECTIVENESS MEASURES		
7. Revenue Miles Between Vehicle System Failures	Number of revenue miles divided by vehicle system failures. Indicates the average frequency of delays due to equipment problems.	Reported for directly-operated service only. Subtract any purchased transportation miles from item "2." (revenue miles), then divide by Total Revenue Vehicle System Failures for the modes included in item "2.", found on Form R-20 (Maintenance Performance) of the Resource Module.
8. Days/Hours Service Is Available	Hours per day and days per week service is provided.	Transit Agency Service Module Form S-10 non-rail: lines 03-04, column <i>a</i> and line 16 rail: lines 03-03, column <i>a</i> and line 18
EFFICIENCY MEASURES		
9. Operating Expense per Passenger Trip	Annual operating expense divided by total annual trips; a measure of the efficiency of transporting riders.	Item "3." divided by item "1." — keep modes consistent

RESOLUTION NO. R - 2004-1923

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A MULTI-YEAR JOINT PARTICIPATION AGREEMENT (JPA- 407188-1-84-01) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO OFFSET OPERATING COSTS OF PROVIDING TRANSIT SERVICES IN PALM BEACH COUNTY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is authorized to provide funding for a mass transportation project;

WHEREAS, the cooperative agreement for financial assistance will impose certain obligations upon the recipient, and may include the provision by it of the local share of the project cost;

WHEREAS, it is required by the Florida Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, the recipient assures that it will comply with Title VI of the Civil Rights Act of 1964 and the Florida Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the recipient that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project and that specific procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum opportunity to participate in contracts for construction, supplies, equipment, or consultation and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA:

1. That the BOARD has the authority to accept this Multi-Year Joint Participation Agreement.
2. That the County Administrator, or Executive Director of Palm Tran, Palm Beach County, Florida, is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the project.
3. That the County Administrator, or Executive Director of Palm Tran, Palm Beach County, Florida, is authorized to sign the interim year Notification of Funding form.
4. That the Chair is authorized to execute and file with such agreement any assurances or other documents required by the Florida Department of Transportation effectuating

the purposes of Title VI of the Civil Rights Act of 1964.

5. That Palm Beach County, through its Chair, is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection with the project's procurement needs.

6. That the BOARD authorizes its Chair to execute Joint Participation Number: 407188-1-84-01 on behalf of the Board of County Commissioners of Palm Beach County, Florida, with the Florida Department of Transportation, for Palm Tran, Palm Beach County's Surface Transportation Department.

This resolution shall take effect immediately upon its adoption.

The foregoing resolution was offered by Commissioner Aaronson, who moved its adoption. The motion was seconded by Commissioner Newell, and upon being put to a vote, the vote was as follows:

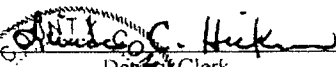
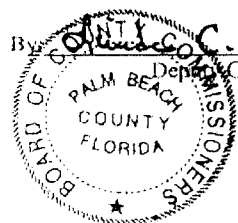
(District 1)	Karen T. Marcus, Chair	<u>Aye</u>
(District 6)	Tony Masiotti, Vice-Chairman	<u>Absent</u>
(District 2)	Jeff Koons	<u>Aye</u>
(District 3)	Warren H. Newell	<u>Aye</u>
(District 4)	Mary McCarty	<u>Aye</u>
(District 5)	Burt Aaronson	<u>Aye</u>
(District 7)	Addie L. Greene	<u>Aye</u>

The Chair thereupon declared the resolution duly passed and adopted this 14 day of September, 2004.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COMMISSIONERS
Dorothy H. Wilken, Clerk

By: 
Dorothy H. Wilken, Clerk




The job FI913RPR; user I.D.
FI913RP <MVS@DOT>
09/29/2004 03:15 PM

To PT429MF@dot.state.fl.us
cc
bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT ANQ71

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ANQ71 Contract Type: AH Method of Procurement: G
Vendor Name: PALM BEACH COUNTY BOCC
Vendor ID: VF596000785153
Beginning date of this Agmt: 10/01/04
Ending date of this Agmt: 10/01/09

Description:
offset operating costs in providing transit services in Palm
Beach county

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 *750010 * 3269969.00 *40718818401 *680 *
2005 *55100300 *088774/05
0001 *00 *0001/04

TOTAL AMOUNT: *\$ 3,269,969.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 09/29/2004

MULTI-YEAR JOINT PARTICIPATION AGREEMENT
NOTIFICATION OF FUNDING

In accordance with the terms of the Joint Participation Agreement between
Palm Beach County Board of County Commissioners
(Agency)

3201 Electronics Way West Palm Beach FL 33407
(Address)

and the Department, Block Grant Funds for 2008/2009
(Program or Project Type)

identified by project number ANC71 407188-1-84
(Contract # and/or Project #)

the Department has encumbered \$3,763,450.00 using project # 407188-1-84-05
(\$ Amount) (Proj. # within sequence)

as a supplemental amount for use beginning upon the Department's receipt of this agreement signed by the Agency.

Upon signature by your agency and receipt of this form by the Department, eligible project cost may be incurred beginning on the first day of your fiscal year noted above.

DEPARTMENT REPRESENTATIVE

AGENCY REPRESENTATIVE

Cara Beck
by the Title of Officer
Cara Beck
Signature
11/19/08
Date

Title of Officer

Signature

Date

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY
 BUDGET AMENDMENT

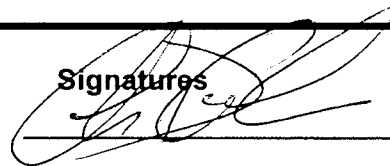
BGRV 540 043009*652
 BGEX 540 043009*1663

FUND 1341 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 4/30/2009	REMAINING BALANCE
REVENUE								
Mass Trans Grants - FDOT FY09 Block Grant								
542 5101 3449	State Grant Oth Transportation	3,800,000	3,800,000	0	96,542	3,703,458		
	Total Receipts & Balances	50,156,379	55,575,428	0	96,542	55,478,886		
EXPENDITURES								
Non Oper Expenditures - FDOT FY09 Block Grant								
820 5101 9063	Transfer to Operating Fund 1340	3,800,000	3,800,000	0	96,542	3,703,458	0	3,703,458
	Total Appropriations & Expenditures	50,156,379	55,575,428	0	96,542	55,478,886		

PALM TRAN

 Initiating Department/Division
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures  Date May 6, 2009

By Board of County Commissioners
 At Meeting of June 2, 2009

 Deputy Clerk to the
 Board of County Commissioners

● View All (1 of 1) : Future Accounting Period is not allowed for Document Code (A1474)
 BGRV - 540- 04300900000000000652- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease
✂	✓	2009	1341	542	5101 3449	\$96,542.00 Decrease

Insert New Line Insert Copied Line First Prev Next Last

Action :
 Event Type :
 Name :
 Start Date :
 End Date :
 Dollar Amount :
 Increase/Decrease :

Budget FY :
 Fiscal Year :
 Period :
 Fund :
 Department :
 Unit :
 Revenue :
 State Grnt Oth Transportation
 Contact :
 Contact Name :
 Description :

 House Bill Number :

Menu

View All (1 of 1) : Future Accounting Period is not allowed for Document Code (A1474)
 BGEX - 540- 0430090000000001663- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease
2009	1341	820	8205101NA	5101	9063	\$96,542.00	Decrease

Insert New Line Insert Copied Line

First Prev Next Last

Perform Budget Rollup Smart Budget Rollup Load Existing Links Choose Centralized Revenue Line(s)

Expense Budget

Action :	Modify	Budget FY :	2009
Event Type :	BG03	Fiscal Year :	2009
Name :		Period :	9
Start Date :		Fund :	1341
End Date :		Department :	820
Dollar Amount :	\$96,542.00	Appr Unit :	8205101NA
Increase/Decrease :	Decrease	Unit :	5101
		Object :	9063
		Tr To Palm Tran Operations Fd 1340	
		Contact :	
		Contact Name :	
		Description :	
		House Bill Number :	07-1489

Save Undo Print Validate Submit Close

Menu

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY
 BUDGET AMENDMENT

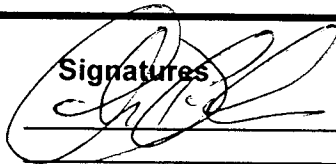
BGRV 540 043009*653
 BGEX 540 043009*1664

FUND 1340 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 4/30/2009	REMAINING BALANCE
REVENUE								
Non Departmental Revenue								
800 5101 8064	Transfer from Grant Fund 1341	3,800,000	3,800,000	0	96,542	3,703,458		
	Total Receipts & Balances	<u>73,242,562</u>	<u>73,360,415</u>	<u>0</u>	<u>96,542</u>	<u>73,263,873</u>		
EXPENDITURES								
Palm Tran Operations								
540 5110 5214	Diesel	6,849,637	6,970,137	0	96,542	6,873,595	2,047,283	4,826,312
	Total Appropriations & Expenditures	<u>73,242,562</u>	<u>73,360,415</u>	<u>0</u>	<u>96,542</u>	<u>73,263,873</u>		

PALM TRAN

Initiating Department/Division
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures  Date July 2009

By Board of County Commissioners
 At Meeting of June 2, 2009

Deputy Clerk to the
 Board of County Commissioners

Action Menu

	Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease
✓	2009	1340	800	5101	8064	\$96,542.00	Decrease

Insert New Line Insert Copied Line First Prev Next Last

Action :	<input type="text" value="Modify"/>	Budget FY :	<input type="text" value="2009"/>
Event Type :	<input type="text" value="BG25"/>	Fiscal Year :	<input type="text" value="2009"/>
Name :	<input type="text"/>	Period :	<input type="text" value="9"/>
Start Date :	<input type="text"/>	Fund :	<input type="text" value="1340"/>
End Date :	<input type="text"/>	Department :	<input type="text" value="800"/>
Dollar Amount :	<input type="text" value="\$96,542.00"/>	Unit :	<input type="text" value="5101"/>
Increase/Decrease :	<input type="text" value="Decrease"/>	Revenue :	<input type="text" value="8064"/>
		Tr Fr Palm Tran Grants Fd 1341	
		Contact :	<input type="text"/>
		Contact Name :	<input type="text"/>
		Description :	<input type="text"/>
		House Bill Number :	<input type="text" value="07-1490"/>

Menu

● View All (1 of 1) : Future Accounting Period is not allowed for Document Code (A1474)
 BGEX - 540- 0430090000000001664- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease
2009	1340	540	54051400A	5140	5214	\$96,542.00	Decrease

Insert New Line Insert Copied Line First Prev Next Last

Perform Budget Rollup Smart Budget Rollup Load Existing Links Choose Centralized Revenue Line(s)

Expense Budget

Action :	Modify	Budget FY :	2009
Event Type :	BG03	Fiscal Year :	2009
Name :		Period :	9
Start Date :		Fund :	1340
End Date :		Department :	540
Dollar Amount :	\$96,542.00	Appr Unit :	54051400A
Increase/Decrease :	Decrease	Unit :	5140
		Object :	5214
			Diesel Fuel *Sobj
		Contact :	
		Contact Name :	
		Description :	
		House Bill Number :	07-1490

Save Undo Print Validate Submit Close

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