

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$700,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$700,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

Transportation Improvement Fund
ATMS Group 3
Florida Department of Transportation

The original budget was approved for \$3.5 million although only \$3.2 million was approved by FDOT. FDOT is now approving an additional \$700,000; therefore, the budget only needs to be increased by \$400,000.

C. Departmental Fiscal Review: Adwillwhite

III. REVIEW COMMENTS

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

[Signature]
OFMB
6/11/09
6/11/09
6/11/09
6/15/09
6/11/09

[Signature] 6/12/09
Contract Dev. and Control
6/12/09
This Supplemental Agreement
complies with our
review requirements.

B. Approved as to Form
and Legal Sufficiency:
[Signature] 6/15/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

(Background & Justification: Continued from Page 1)

Currently, there are 554 traffic signals and 34 surveillance cameras online communicating over 400 miles of fiber-optic network from the ITS Facility at the Vista Center. The County wishes to expand the scope of the ITS Operations by adding about 40 more miles of fiber-optic network, 50 more surveillance cameras and bringing 80 more traffic signals online, with Federal funding from the ATMS Group 3 Program. The Board of County Commissioners executed an Agreement on June 8th, 2004 R-2004-1300 with the FDOT for the ATMS Group 3 Program for a total of \$3,500,000 (\$3,200,000 for construction and \$300,000 for design). However, this funding was contingent upon the approval of Systems Engineering and Management Plan (SEMP) by the Florida Highway Administration (FHWA). The County prepared the project SEMP and obtained the approval of the FHWA on February 22, 2009. Supplemental Agreement Number One will re-appropriate design funds of \$300,000 to construction in Federal funds and \$400,000 in State funds to the project, and add installation of the Dynamic Message Sign System to the scope of the project. Execution of this Supplemental Agreement will increase the total funding for ATMS Group 3 to \$3,900,000.

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 416525-1-58-01 CONTRACT NO. ANT48
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The Department of Transportation and Palm Beach County desires to supplement the original Agreement entered into and executed on 1/1/05 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name ATMS Group 3 Length _____

Termini Countywide

Description of Work:

This construction provides for a traffic control system, control hardware upgrades, fiber optic communication network, and automated features. The project includes permanent traffic data collection stations and dynamic message signs (DMS) as well as signal system management software and integration with I-95 Freeway Incident Management System.

Reason for Supplement:

To add an additional \$700,000.00 to the project.

Funds are broken down as follows:

\$300,000.00 in CM funds (federal funds). These funds were transferred from a Phase 38 (design) to Phase 58 (construction).
\$400,000.00 in DDR funds (state funds). These funds are for Phase 58 (construction).

The DDR funds (state funds) can only be used on a state road. In this case on SR-80 for DMS.

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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2005-2006 CM	\$3,200,000.00		\$3,200,000.00		\$3,200,000.00
2008-2009 CM		\$300,000.00	\$300,000.00		\$300,000.00
2008-2009 DDR		\$400,000.00	\$400,000.00		\$400,000.00
2010-2011					
Total Construction Cost	\$3,200,000.00	\$700,000.00	\$3,900,000.00	\$0.00	\$3,900,000.00
Construction Engineering and Inspection (CEI)					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total CEI Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction & CEI Costs	\$3,200,000.00	\$700,000.00	\$3,900,000.00	\$0.00	\$3,900,000.00
TOTAL COST OF THE PROJECT	\$3,200,000.00	\$700,000.00	\$3,900,000.00	\$0.00	\$3,900,000.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 416525-1-58-01 CONTRACT NO. ANT48
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Palm Beach County

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Attest: _____
Name:
Title:

Date: _____

Date: _____

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

AS TO
AND
TIONS. BY
Don Heisler

RESOLUTION NO. R-2009-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF THE SUPPLEMENTAL AGREEMENT NUMBER ONE TO THE LOCAL AGENCY PROGRAM AGREEMENT FOR PALM BEACH COUNTY ADVANCE TRAFFIC MANAGEMENT SYSTEM GROUP 3 WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Palm Beach County (County) desire to facilitate Supplemental Agreement No. 1 to the Palm Beach County Advanced Transportation Management System Group 3 (Project), and;

WHEREAS, this Supplemental Agreement No. 1 adds a total of \$700,000 of construction funds to the original Agreement (R2004-1300), and;

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

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute, and deliver to the State of Florida Department of Transportation, the aforementioned Supplemental Agreement.

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

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

COMMISSIONER JOHN F. KOONS, CHAIRMAN -
COMMISSIONER BURT AARONSON, VICE CHAIR -
COMMISSIONER KAREN MARCUS -
COMMISSIONER SHELLEY VANA -
COMMISSIONER STEVEN L. ABRAMS -
COMMISSIONER JESS R. SANTAMARIA -
DISTRICT 7 -

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2009.

PALM BEACH COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SHARON R. BOCK,
CLERK & COMPTROLLER
CIRCUIT COURT

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2004	2005	2006	2007	2008
Capital Expenditures	\$3,500,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	\$3,500,000	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
 Budget Acct No.: Fund 3500 Dept. 361 Unit 1114 Rev/Obj 3104/6505/6555
 Program _____

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

Transportation Improvement Fund
 Advanced Traffic Management System Group 3
 Local Agency Program Agreement

C. Departmental Fiscal Review: R. D. Ward 4/30/04

III. REVIEW COMMENTS

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

[Handwritten signatures and dates]
 OFMB 19 May 04 Contract Dev. and control 5/21/04

B. Approved as to Form and Legal Sufficiency:

[Handwritten signature]
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF A LOCAL AGENCY AGREEMENT FOR PALM BEACH COUNTY ADVANCED TRAFFIC MANAGEMENT SYSTEM GROUP 3 AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT

WHEREAS, The State of Florida Department of Transportation and Palm Beach County desire to facilitate Palm Beach County Advanced Traffic Management System Group 3 (Project): and,

WHEREAS, the State of Florida has requested Palm Beach County to execute and deliver to the State of Florida Department of Transportation a Local Agency Agreement for the aforementioned project.

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida that the Chair is hereby authorized to execute, and deliver to the State of Florida Department of Transportation a Local Agency Agreement for the aforementioned Project.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.

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

KAREN T. MARCUS, CHAIR	-	Absent
TONY MASILOTTI, VICE CHAIR	-	Absent
JEFF KOONS	-	Aye
WARREN H. NEWELL	-	Aye
MARY McCARTY	-	Absent
BURT AARONSON	-	Aye
ADDIE L. GREENE	-	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 8 day of June 2004.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: *Marcus*
Assistant County Attorney

DOROTHY H. WILKEN, CLERK
By: *Dorothy Wilken*
Deputy Clerk



State of Florida Department of Transportation LOCAL AGENCY PROGRAM AGREEMENT

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FPN No. <u>4165251/38/A8-01</u>	Fund: <u>01</u>	FLAIR Approp: _____
Federal No: _____	Org. Code: <u>55063010606</u>	FLAIR Obj.: _____
FPN No: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org. Code: _____	FLAIR Obj.: _____
County No. <u>93</u>	Contract No: <u>ANT 48</u>	Vendor No.: <u>VPS06000785043</u>
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this 1 day of JANUARY, 2005 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Palm Beach County, Florida hereinafter called the 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 Section 334.044, 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 for the Department's participation in ATMS Group 3 and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called 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.

1.01 Modifications and Additions: Exhibit(s) A, B, C are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence, and complete the project as described in EXHIBIT "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2007. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 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.

2.04 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.

2.05 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 and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is \$ 3,500,000. This amount is based upon the schedule of funding 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 cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00 of this agreement.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department 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
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 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 at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 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 Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice to Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported, the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

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For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five(5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five(5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.02 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 schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 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.

5.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

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. 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.

In the event that a recipient expends \$300,000 or more in federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

If a recipient expends less than \$300,000 in federal awards during its fiscal year, an audit conducted in accordance with the OMB Circular A-133 is not required. If a recipient expends less than \$300,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with OMB Circular A-133, the cost of the audit must be paid from non-federal funds.

Reporting Packages and management letters generated from audits conducted in accordance with OMB Circular A-133 shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

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 finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with OMB Circular A-133 shall be sent to:

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

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

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
(Section 287.058(1)(c), Florida Statutes)

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right of way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. (Section 287.058(1)(a), Florida Statutes)

All recipients of funds from this agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes and Chapter 3-Travel of the Department's Disbursement Operations Manual, Topic 350-030-400.
(Section 287.058(1)(b), Florida Statutes)

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 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 any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency 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 if:

7.01 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;

7.02 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, this Agreement or payments to the project;

7.03 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 expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein in 12.06; or

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

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of the FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding 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.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within one hundred twenty (120) days after the completion of the project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, 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 this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of this Agreement.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 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: (a) 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; (b) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and costs approved by the Department or upon the basis of terms and conditions

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imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. 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.

9.00 Contracts of the Agency:

9.01 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 funds, including consultant or construction 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. 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.

9.02 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 Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. 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.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations, have the 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 applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable federal and state regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all federal-aid contracts - 49 CFR 29)

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

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The Agency further agrees by executing this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person or entity is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this agreement for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements above, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the performance of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. 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, religion, color, gender, national origin, disability or marital status. 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 in all contracts modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the 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.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and assurance by the Agency pursuant thereto.

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12.04 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

12.06 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 or the locality 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 any such interest prior to the beginning of his tenure, 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 or the locality 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 its subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality 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.

12.07 Interest of Members of or Delegate to, Congress: No member of 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.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

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

13.03 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.

13.04 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.

13.05 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.

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13.05 State 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.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all 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 officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, 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 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 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 the 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.

The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, 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 covering 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 regarding the remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department.

13.09 Right of Way Certification: Upon completion of right of way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right of way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, 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.

13.11 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.

13.12 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.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally 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.

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If any funds other than federally 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 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.

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

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System, constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.15 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 twenty (20) days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (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), Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than one dollar (\$1) will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency 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 Florida 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 State Comptroller's Hotline at 1-800-848-3792.

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

AGENCY

By: [Signature]
Title: **Karen T. Marcus, Chair**

Attest: [Signature]
Title: **DOROTHY H. WILKINSON, CLERK**
Board of County Commissioners

As to form: [Signature]
Title: **SECRETARY CLERK**

[Signature]
Attorney **R2004 1300**
JUN 08 2004

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: [Signature]
Title: **DIRECTOR OF TRANSPORTATION DEVELOPMENT**
Attest: [Signature]
Title: **ADMINISTRATIVE ASSISTANT**

As to form: [Signature]
District Attorney

Approved as to Terms and Conditions
By: [Signature]

See attached Encumbrance Form for date of funding approval by Comptroller.

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FPN NO 416525-1-38/AB-01

EXHIBIT A
Project Description and Responsibilities

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and

Palm Beach County

Dated 6-29-2004

PROJECT LOCATION: Palm Beach County, Florida
Countywide

The project is is not on the National Highway System.

The project is is not on the State Highway System.

PROJECT DESCRIPTION: Continuation of design and construction of Countywide Advanced Traffic Management System Group 3. Project provides for traffic control system control hardware upgrades, fiber optic communication network and automated features including permanent traffic data collection stations, dynamic message signs (DMS). Signal system management software and integration with I-95 Freeway Incident Management System.

SPECIAL CONSIDERATION BY AGENCY:

SPECIAL CONSIDERATION BY DEPARTMENT:

Funds for design are in the year 2004/2005. Funds to pay back construction are in the year 2005/2006.

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AGENCY NAME & BILLING ADDRESS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT EXHIBIT "B" SCHEDULE OF FUNDING	FPN NO. 4165251/38/A8-01
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PROJECT DESCRIPTION

Name Advanced Traffic Management System Group 3 Length _____
 Term(s) Throughout Palm Beach County

TYPE OF WORK by Fiscal Year		FUNDS			
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS	
P.E.	2003-2004				
	2004-2005	300,000		300,000	
	2005-2006				
	Total PE	300,000 \$0.00	\$0.00	300,000 \$0.00	
Right-of-Way	2003-2004				
	2004-2005				
	2005-2006				
	Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	
Construction	2003-2004				
	2004-2005				
	2005-2006	3,200,000		3,200,000	
	2006-2007				
	Total Corroad Costs	\$0.00	\$0.00	\$0.00	
	Construction Engineering and Inspection				
	2003-2004				
	2004-2005				
	2005-2006				
	Total Construction Engineering	\$0.00	\$0.00	\$0.00	
Total Construction Cost	3,200,000 \$0.00	\$0.00	3,200,000 \$0.00		
ESTIMATED TOTAL COST OF THE PROJECT		3,500,000 \$0.00	\$0.00	3,500,000 \$0.00	

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year.
 The Department will notify the Agency, in writing, when funds are available.

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EXHIBIT "C"

**Project Description and Responsibilities
Traffic Signal System Group 8
ATMS GROUP 3**

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and

Palm Beach County, Florida

Dated _____

PROJECT LOCATION

This project is located in Palm Beach County, Florida. The primary location of this project will include the existing Traffic Signal Control Center, the planned new Traffic Management Center, and all traffic signalized intersections maintained by Palm Beach County. The project will also include locations where communications facilities will be modified or constructed which connect the field hardware to the Traffic Signal System (TSS) Control Center communications nodes.

This project is is not on the National Highway System.
This project is is not on the State Highway System.

This project includes locations on the National and State Highway System, as well as operational control features over the entire National and State Highway System in Palm Beach County, Florida. This project is fully eligible for Federal aid participation based on the Advanced Traffic Management System (ATMS) Master Plan developed for Palm Beach County by the Department and approved by the Federal Highway Administration.

PROJECT DESCRIPTION

Using the Advanced Traffic Management System (ATMS) Master Plan as a guide, ATMS Group 3 will continue towards the completion of the fiber optic communications network. Under ATMS Group 2, the countywide traffic control communications network was converted to 1 Gigabit Ethernet with 100 Megabit downlinks to field devices. As of March 15, 2004, there are 240 signals connected to the new Ethernet fiber network. The UTCS system has been disconnected and related hardware and communications devices are being removed or salvaged. All current and future devices being implemented or installed have an Ethernet interface. Fiber drops are being made into control device cabinets along existing fiber routes. ATMS Group 3 will continue the implementation and expansion of the fiber network to complete a mesh network topology that will provide for three to four redundant

routing paths to ensure on-line reliability of the new NTCIP-compliant Centralized Control System Architecture for the Traffic Signal System (TSS). ATMS Group 3 will continue the expansion of the video monitoring system, connect additional signals, connect new devices including dynamic message signs and data collection stations, and revise and upgrade the control room as necessary. It is anticipated that ATMS Group 3 will expand the signal control fiber network to include between 750 and 850 signals. This project will also continue the planning and design of the Variable Message Sign System (VMSS) for the arterial roads that will assist with incident management on I-95 and the Turnpike and with congestion management.

ATMS Group 3 will continue the following projects identified and initiated in ATMS Group 1, ATMS Group 2, or earlier groups:

1. Provide for a written update to the current ATMS Master Plan previous completed in the year 2000.
2. Design, construction, and construction contract administration to implement a new TSS Central Control System in Palm Beach County that is NTCIP compliant.
3. Expansion of the traffic signal control network to between 750 and 850 signalized intersections. Migration from the existing UTCS central control software to the new NTCIP compliant central control system has been completed.
4. Conversion from serial and analog communication interfaces and protocols to Ethernet based protocols and interfaces for all devices have been completed with the exception of video transmission. Conversion to point-to-point multicast video will be accomplished under ATMS Group 3. Video will be encoded using MPEG 2 compression to enable standardized and simplified distribution to end-users County and District wide. Digitized video will also facilitate and simplify video distribution to all other public and private end-users through various broadcast and internet media.
5. Procurement for the replacement of TS-1 traffic controllers to NTCIP compliant traffic controllers with Ethernet interfaces has been accomplished. As of March 15, 2004, approximately 450 controllers have been replaced in the field and the remaining will be replaced by October 2004.
6. Complete the installation of additional fiber routes necessary to accommodate the new ITS facility scheduled to open in 2006. The continued goal is to have the upgraded field hardware and Ethernet based communications system in place at the time of the opening of the new Traffic Management Center.
7. Continue the integration of I-95 ITS components into Palm Beach County's Traffic Management Center. Video sharing and control between the existing Traffic Management Center (TMC) and the Interim Traffic Management Center (ITMS) for I-95 was completed and made operational in February 2004.
8. Basic incident management plans have been documented by the previous consultant. These plans will be deployed and evaluated. ATMS Group 3 consultant will continue to expand and refine incident management plans to improve traffic flow during incident management diversions from freeway to surface streets.
9. New technology in the area of wireless spread-spectrum communications will be used in lieu of fiber to incorporate isolated and minor devices into the ITS Ethernet network.

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A total of \$3.5M is scheduled for expenditure with the fiscal year 2004-2006 beginning July 1, 2004. The proposed allocation is \$3.2M for construction and equipment and \$0.3M for engineering design and support services.

The components to be implemented or replaced by Palm Beach County shall meet the technical and administrative requirements of the Department and Federal Highway Administration (FHWA). The work to be performed under this agreement will be compliant with the National ITS Architecture and National Transportation Communications for ITS Protocol (NTCIP) requirements.

SPECIAL CONSIDERATIONS BY AGENCY:

Palm Beach County has been LAPM certified by the Florida Department of Transportation (the Department) in the areas of design, construction, and construction contract administration. Palm Beach County will be responsible for the development of contract plans and specifications for projects, as well as the implementation, construction, and inspection of these designs. In designing and implementing these systems, it is important that Palm Beach County ensure that the requirements of the Department and FHWA be met.

This work may be accomplished using Design/Build techniques. Palm Beach County will be required to inform the Department of the method of accomplishing this work, in advance of contracting with any outside entity. In order to ensure that Department requirements are met, Palm Beach County will be required to comply with certain Department procedures and rules. Palm Beach County must adhere to the procedures and guidelines established in the Florida Department of Transportation's Local Agency Program Manual (LAPM).

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide technical reviews of all products, prior to proceeding into any next phase of development. This will include consultations and acceptance on the selection of consultants, contractors, and other technical specialists who will be involved in these projects. The role of involvement for the Department will be limited to the assurance that all requirements of this agreement are complied with. This will include the review of technical proposals prior to selection of consultants, review of bid solicitations prior to advertisement for bids, and review of bid documents and contractor bid tabulations prior to award to contractors.

Exhibit C

EXHIBIT C - BACKGROUND**TRAFFIC CONTROL SIGNAL SYSTEM FACILITY IN PALM BEACH COUNTY**

Since 1989 until present, the traffic signal operations in Palm Beach County were controlled from a central computer, located at the Traffic Engineering facility at 160 Australian Avenue, West Palm Beach, Florida. Computer control of the signalized intersections was maintained by the Urban Traffic Control System (UTCS) - Extended Version. Signalized intersections, from 1989 until present, were brought under the UTCS control in Design Groups 1 through 5. Conversion to fiber optic using Ethernet protocol began with ATMS Group 1. Fiber is being pulled in and out of each control cabinet for controllers, data collection stations, and dynamic message signs. Under Group 5, video camera installations at most I-95 interchanges and the installation of a video wall at the control center was also begun. TABLE 1 summarizes the activities accomplished during each Group of contracts.

Beginning with ATMS Group 1 in 2002, plans and specifications were prepared and construction was begun to upgrade both the traffic controller hardware and its communication infrastructure to NTCIP compliant systems. The 557 signals under UTCS control along the entire east coast of the County, from Tequesta to Boca Raton, and the remaining isolated intersections are being upgraded to TS-2 NTCIP compliant controllers with RJ-45 Ethernet interfaces. The serial-over-copper UTCS communications infrastructure is being replaced with single-mode fiber optic cable running a 1 gigabit Ethernet backbone with 100 megabit downlinks to field devices. UTCS system software had communicated between the central computer and controllers via twisted-copper cable and analog multiplexers over fiber optic cable, on a second-by-second basis, indicating the status of the signal operation. New system software is being deployed that will greatly increase the functional management, data acquisition, and operational capabilities of the Traffic Division. All necessary equipment to implement the conversion from analog to Ethernet communications was included in the Annual Communications Contract awarded by the County in July 2002. This contract is for 18 months renewable for an additional 18 months.

Fiber optic communications were first introduced in the County under Group 3A, with the support from FDOT. Not only did this add video surveillance capabilities, but also laid the first step towards developing an Advanced Traffic Management System (ATMS) and an Intelligent Transportation System (ITS) programs in the County. A trunk and branch communications topology was originally implemented for Design Groups 1, 2, and 3, providing services to the northern and southern portions of the County. The original design, beginning with Group 3, consisted of two 'self-healing' fiber optic rings, one for the northern half and one for the southern half of the County, with the traffic control center located at the junction of the two rings. The network utilized dual counter-

Exhibit C

rotating topology, such that if the ring is out at any point, communications can still be maintained because information is transmitted and received from both directions. However, it was soon realized that this degree of redundancy was very insufficient. Additionally, analog multiplexers were only marginally capable of redundant routing. Because of very recent technological innovations, hardened Ethernet switches became available. One of the strengths of Ethernet is the ability to build highly redundant communications systems. It is also an optimal way to distribute video to many end-users located throughout the County and District. The County determined that utilizing fire stations as hubs for non-hardened core switches easily facilitated the implementation of a 'mesh' type network with much smaller rings that provide for as many as three or four redundant paths and that would ensure 99+% up-times for on-line communications to field devices.

GROUP	YEAR	TOTAL AMOUNT (Millions)	NUMBER OF INTERSECTIONS	LENGTH OF CABLE (Miles)
1	1989-1991	\$2.312	100	28.8 Copper
2	1990-1992	\$3.042	130	73.8 Copper
3A	1994-1996	\$5.675	118	24.4 Copper 47.3 Fiber
3B	1996-1998	\$3.414	69	11.5 Copper 41.5 Fiber
4	1997-1999	\$4.999	100	25.2 Copper 22.8 Fiber
5	1999-2001	\$3.606	40	10.0 Copper 51.6 Fiber
ATMS Group 1	2001-2003	\$3.050	20	40.0 Fiber
ATMS Group 2	2003-2005	\$3.500	61	37.5 Fiber
TOTALS See footnotes below (1,2)		\$29.598	638 ¹	173.7 Copper ² 240.7 Fiber

TABLE 1

ATMS Group 2 continued the controller upgrade and communication network conversion to Ethernet. The County will continue the expansion the fiber network as necessary to connect to all major intersections and integrate with the I-95 ITS corridor improvements. The revised design will take into consideration the location of the new ITS facility scheduled for completion in 2006.

ATMS Group 3 will substantially complete the fiber network expansion and the conversion to Ethernet. ATMS Group 3 will also begin the installation of traffic data collection stations on the arterial surface street system. This will enable the County to move toward a more automated traffic control system and will facilitate improved integration of incident management efforts within the I-95 and Florida's Turnpike corridors. Approximate 100 cameras will be added to the system at major-to-major intersections and at the remaining eight (8) I-95 and four (4) Turnpike interchanges. Traffic signal system software upgrades will convert Windows-based applications to web applications running inside a browser interface. Traffic controller program data, real-time data, and operational

Exhibit C

and system alarms and events will be logged into an Oracle database engine. Fiber plant management software will be procured and integrated with the County's Arc-GIS initiative to greatly improve inventory and maintenance of all components and appurtenances, including splices, and will directly support on-line, utility mapping information provided to utility locate contractors. Network management software, HP Openview, will be installed to monitor all devices and applications running on the network.

¹ When numerous FDOT and County roadway projects are completed, 638 will be the total number of intersections on-line. These projects are providing conduit for fiber routing underground to replace aerial copper and fiber. The current UTCS system is no longer operational. As of March 22, 2004 there were 241 signals running Ethernet over fiber with fiber drops and fiber runs at some stage of construction to pickup another 362 intersections through October 1, 2004. A remaining 35 intersections will not be on-line until major utility and roadway re-construction is complete in downtown West Palm Beach. ATMS Group 3 will provide connectivity for approximately 170 signals with fiber and up to another 40 using recent wireless technology.

² Copper is no longer being installed. It remains in place to reserve the County's pole space on utility poles were practical. It also serves as 'messenger support' for new fiber runs when needed.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT FUNDING REQUEST

675-010-00
 CONSTRUCTION
 09/08

DATE: March 30, 2004

AGENCY: Palm Beach County FEDERAL-AID PROJECT NUMBER: _____

FIN NUMBER: 4165251/38/ STATE JOB NUMBER: N/A TIP PAGE NO.: _____

PROJECT TITLE: Advanced Traffic Management System (ATMS) Group 3

PROJECT TERMIN FROM: _____ TO: _____

WORK PHASE: PLANNING ENVIRONMENT DESIGN CONSTRUCTION RIGHT OF WAY

AWARD TYPE: LOCAL LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on _____, and reevaluated on _____

EAF/ONSI approved on _____, and reevaluated on _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on 6-29-2004

Type I Categorical Exclusion determination on 6-29-2004

Type II Categorical Exclusion approved on _____

Categorical Exclusion Reevaluation on _____

PHASE	TOTAL ESTIMATED COST (Nearest Dollar)	LOCAL AGENCY FUNDS (Nearest Dollar)	STATE FUNDING (Nearest Dollar)	FEDERAL FUNDS (Nearest dollar)	PERCENT FEDERAL FUNDS
PLANNING					
PD&E					
DESIGN	300,000			300,000	100%
RAW					
CONST.	3,200,000			3,200,000	100%
TOTAL	3,500,000			3,500,000	100%

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: _____ Number of Lanes: _____

Bridge Number(s) on Project: _____

See attached Exhibit "C" Narrative

DESCRIPTION OF PROPOSED WORK New Construction I-R ENHANCEMENT CONGESTION MITIGATION

Roadway Width: _____ Number of Lanes: _____

Bridge Number(s) on Project: _____

See attached Exhibit "C" Narrative

LOCAL AGENCY CONTACT PERSON: Dan Weisberg, P.E. TITLE: Director, Traffic Div.

MAILING ADDRESS: 160 Australian Ave., Suite 303 PHONE: 561-684-4030

CITY: West Palm Beach, FL 33406 ZIP CODE: _____

LOCATION AND DESIGN APPROVAL BY: [Signature] (Approving Authority)

TITLE: Director, Traffic Div. DATE: June 30, 2004

635-010-00
CONSTRUCTION
0000
Page 2 of 2

AGENCY:	PROJECT TITLE:	DATE:
---------	----------------	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

RIGHT OF WAY AND RELOCATION:

All work will occur within existing right-of-way

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTENT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: Palm Beach County - Traffic Division

DATE: 7/20/04

BY: *Jan V...by*
(Mayor/Chairman)

REQUEST FOR AUTHORIZATION (RFA) CHECKLIST

- * Federal Aid Project No. _____
- * FM No. 416525-1-AB-01
- * County: Palm Beach
- * Project Location: Palm Beach County, Florida - Countywide
- * Scope of Proposed Work for this RFA (Detailed Explanation): _____

- | | | |
|---|---|--|
| 1. Project is on approved Federal Aid system: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| *2. Sketch Map is included in package: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Advance notification sent: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Project exempt from the Intergovernmental Coordination and Review (formerly A-95): | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Location Approval Granted: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Design Approval Granted: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

*7. The environmental document was processed under WPI # N/A, FM # 416525-1-AB-01 and Federal Aid Project # _____

*8. The project is a Categorical Exclusion under (check one) 23 CFR 771.117(c) or "Programmatic" as approved by FHWA and listed in the Project Development and Environmental Manual. COMPLETE THE FOLLOWING IF APPLICABLE: This project was re-evaluated in accordance with 23 CFR 771.129 on _____

*9. The environmental document for this project was a (check one) Categorical Exclusion under 23 CFR 771.117(d) approved on 6-29-2004, (2004) FONSI under 23 CFR 771.121 approved on _____, Final Negative Declaration approved on _____, or Final Environmental Impact Statement under 23 CFR 771.125 approved on _____. A reevaluation in accordance with 23 CFR 771.129 was approved on _____

10. Project is on page no. _____ of the current STIP.

11. Project is not _____ in the STIP. Please add it at this time.

*12. This project will will not _____ be developed under the terms of Florida's Certification Acceptance program for Final Design Phases, Award and Construction as approved by FHWA on August 9, 1991. Design ONLY covered under CA _____ yes no. Award and Construction covered under CA yes _____ no.

Additional requirements for all urban areas.

- 1. Project is on page no. _____, item no. _____ of the current TIP for the _____ urban areas.
- 2. The Palm Beach County urban area has been certified yes _____ no.

Additional requirements for all toll facilities.

- 1. Project is _____ or is not _____ on a toll facility. Project is proposed as a toll facility _____ yes _____ no.
- 2. A Section 129 Agreement must be executed prior to requesting authorization of projects on existing or proposed toll facility. Attached _____ yes.

* Required Items

TYPE 1 AND PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST

4165251/38/

 FIN No. 58-01 WPI No. _____ FAP No. _____

 Project Description: **Advanced Traffic Management System (ATMS) Group 3**

YES NO

- Are the impacts to local traffic patterns, property access, community cohesiveness, planned community growth or land use patterns not adverse?
- Are all air, noise and water quality impacts negligible or non-existent?
- If there is wetland involvement, does it qualify for either Nationwide or General Permit.
- Can the project proceed without a U.S. Coast Guard Permit?
- Are any or all flood plain encroachments not significant in accordance with Part 2, Chapter 24?
- Will endangered and threatened species and their critical habitats remain unaffected?
- Is there no right-of-way or an insignificant amount of right-of-way required for the project?
- Are the residential or business relocations for the project not significant?
- Is Section 4(f) not applicable to the project?
- Have properties protected under Section 106 which are taken, used or in close proximity to the project been identified and if applicable reviewed by SHPO, and has a determination of "No Effect" or "No Adverse Effect" been given?
- Is the Contamination involvement not significant?
- The project does not require a public hearing or an opportunity for a public hearing?

IMPORTANT If the answer to any of these questions is No, then a Type 1 or Programmatic Categorical exclusion does not apply.

Figure 3.2 Type 1 and Programmatic Categorical Exclusion Checklist (continued)

FIN No. 4165251/38/
58-01

WPI No. _____

FAP No. _____

Project Description: Lane

FINDING:

This project has been evaluated and, has been determined to meet the conditions as set forth in the PD&E Manual, Part 1, Chapter 3; therefore:

This project is a Programmatic Categorical Exclusion per FHWA approval on March 1, 1995 as amended on September 4, 1996.

This project is a Type 1 Categorical Exclusion under (23 CFR 771.117(c) effective November 27, 1987.

Reviewer: 
Dan Weisberg, P.E.

Date: March 22, 2004

(NOTE: This is a sample checklist for District use. This Checklist may be modified to meet individual District needs.)

Figure 3.2 Type 1 and Programmatic Categorical Exclusion Checklist (continued)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM/FDOT NO ADDITIONAL RIGHT OF WAY CERTIFICATION

575-006-09
RIGHT OF WAY
11/01

R/W ITEM/SEGMENT NO.: N/A MANAGING DISTRICT: D4-Ft. Lauderdale
CONST. ITEM SEGMENT NO.: N/A STATE ROAD: N/A
F.A.P. NO.: 416525-1 DESCRIPTION: ITS, ATMS, Signal Upgrade
COUNTY: Palm Beach
PREFERRED LETTING DATE: _____ LOCAL AGENCY: Palm Beach County

This is to certify that right of way for the above described project meets the requirements of 49 CFR, Part 24 and 23 CFR, Part 635.309, if applicable, as well as statutory and procedural requirements for:

- Federal Construction Project State Highway System Project
- Non-federal Construction Project Non-State Highway System Project
- Scenic Enhancement Project (no construction)

as detailed below: (Check applicable items)

1. TITLE TO RIGHT OF WAY

No additional right of way was required for this project.

2. RELOCATION ASSISTANCE

No persons, businesses, or personal property have been or will be displaced by this project.

3. DEMOLITION OF IMPROVEMENTS

No structures or improvements have been or will be removed from the right of way for this project.

RIGHT OF WAY CERTIFICATION BY THE AUTHORIZED LOCAL AGENCY REPRESENTATIVE:

John R. Hoffman 07-20-04
 Name (printed): John R. Hoffman, P.E. Date
 Title: Signal System Manager
 Agency: Palm Beach County Traffic Division

RIGHT OF WAY CERTIFICATION BY:

Cheyda B. B... 12/17/04
 District Right of Way Manager Date
 Assistant District Right of Way Manager

12-17-OK V.N.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Transportation Improvement

BGRV 052809-677
BGEX 052809-1793

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/28/09	REMAINING BALANCE
<u>REVENUES</u>								
<u>ATMS GROUP 3</u>								
3500-361-1114-3104	Fed Grant Capital-Transport	<u>2,861,917</u>	<u>2,861,917</u>	<u>400,000</u>	<u>0</u>	<u>3,261,917</u>		
TOTAL RECEIPTS & BALANCES		277,171,871	261,166,777	400,000	0	281,588,777		
<u>EXPENDITURES</u>								
<u>ATMS GROUP 3</u>								
3500-361-1114-8555	Pavement Marking & Signals	<u>2,165,721</u>	<u>2,165,721</u>	<u>400,000</u>	<u>0</u>	<u>2,565,721</u>	0	2,565,721
TOTAL APPROPRIATIONS & EXPENDITURES		277,171,871	261,166,777	400,000	0	281,588,777		

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 06/16/09

Engineering & Public Works

Abwillhite

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners