

Meeting Date: January 12, 2010 ☒ [X] **Consent** ☐ [] **Regular**

☐ [] **Workshop** ☐ [] **Public Hearing**

Department:

Submitted By: Engineering & Public Works

Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: A Resolution to approve Amendment Number One to the Joint Participation Agreement (JPA), (FM #403605-2-58-01) with the Florida Department of Transportation (FDOT) for the construction of a traffic signal at Boynton Beach Boulevard and Old Boynton Road.

SUMMARY: This JPA provides \$264,389 for the construction of a traffic signal at the intersection of Boynton Beach Boulevard and Old Boynton Road. Amendment Number One modifies the language of paragraph five in the original Agreement allowing Palm Beach County to bill quarterly based on actual costs incurred instead of a monthly basis based on the percentage of completion.

District 7 (MRE)

Background and Justification: FDOT and Palm Beach County (County) entered into a JPA to construct a traffic signal at the intersection of Boynton Beach Boulevard and Old Boynton Road on May 20, 2008 (R2008-0820). This Agreement will provide \$264,389 to Palm Beach County to construct the traffic signal. The estimated cost of the traffic signal is \$310,000. The Sembler Company will pay Palm Beach County for all costs over \$264,389 as part of their development order condition. Amendment Number One modifies the language of paragraph five in the original Agreement allowing Palm Beach County to bill quarterly based on actual costs incurred, instead of a monthly basis based on the percentage of completion.

Attachments:

1. Location Map
2. R2008-08520
3. Resolutions (6)
4. Joint Participation Agreement (JPA) (5)

Recommended By: FNS Jan Zuercher 12/13/09 [Signature]
Division Director Date
Approved By: J. T. Weld 12/19/09
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.:

Fund _____ Dept. _____ Unit _____ Object _____ Program _____

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

☒ This item has no additional fiscal impact.

C. Departmental Fiscal Review: apwillhite

III. REVIEW COMMENTS

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

Jim D. V. 12-22-09
OFMB
12/22/09

Dr. J. J. J. 12/23/09
Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with
our review requirements.

Marlene R. Smith 1/8/10
Assistant County Attorney

C. Other Department Review:

Department Director

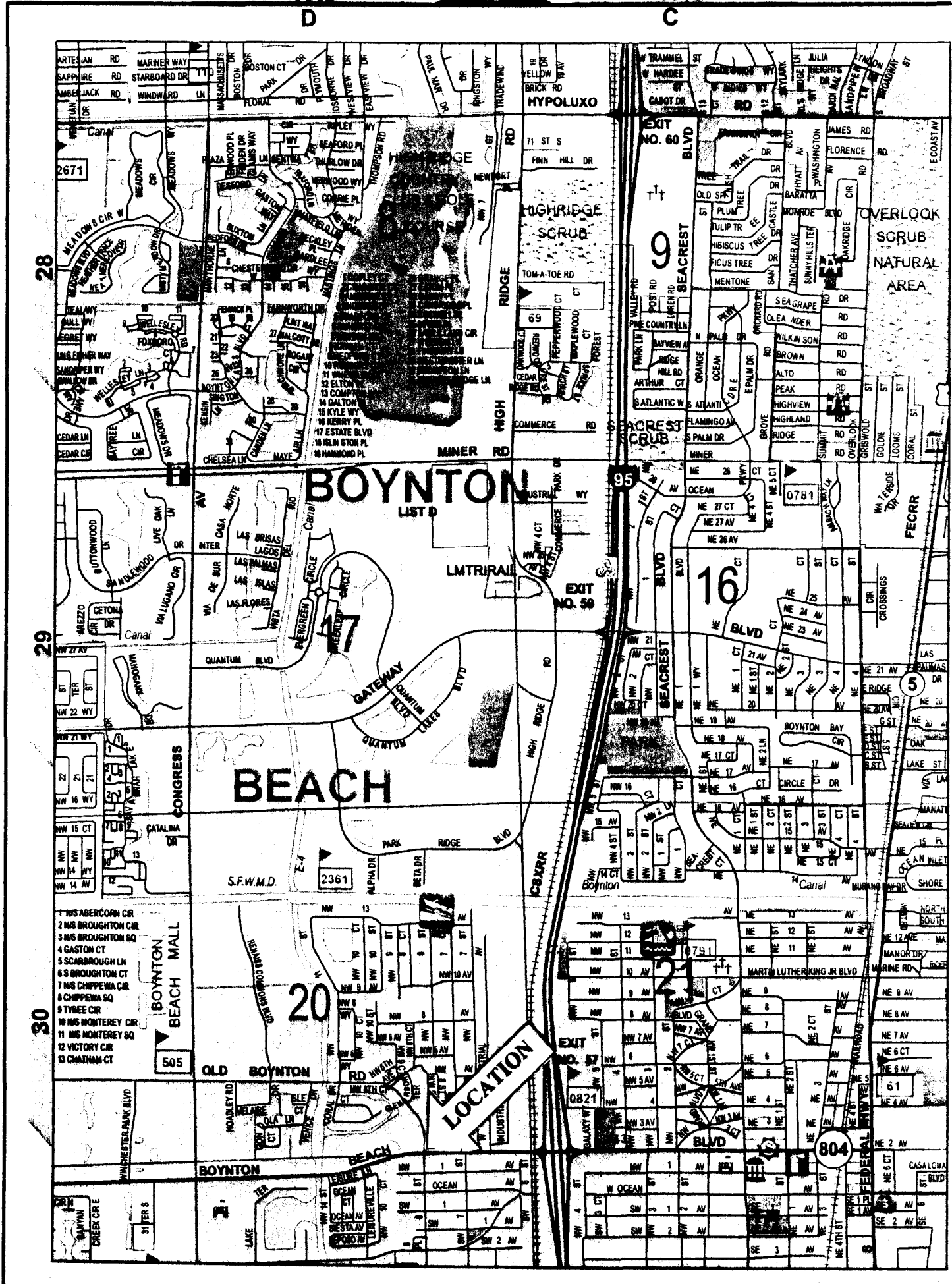
(This summary is not to be used as a basis for payment.)

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R43

See pg 91

R43



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See pg 105

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

R2008 0820 MAY 20 2008

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this _____ day of _____, 200____, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and **PALM BEACH COUNTY** located at 2300 N. JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **COUNTY** are desirous of having the **COUNTY** make certain improvements in connection with Financial Management (FM) Number 403605-2-58-01 (Funded in Fiscal Year 2007/2008) for Construction and Construction Engineering Inspection (CEI) Services for Installation of a Mast Arm Traffic Signal at the intersection of SR-804/Boynton Beach Blvd. and Old Boynton Road in Palm Beach County, Florida; Refer to Exhibit "A" of this Agreement for a detailed Scope of Services; and

WHEREAS, the improvements are in the interest of both the **COUNTY** and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **COUNTY** to perform such activities; and

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

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **COUNTY** shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The **DEPARTMENT** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the **COUNTY** at no extra cost.
4. The **COUNTY** shall have the sole responsibility for resolving claims and requests for additional work for the Project. The **COUNTY** will make best efforts to obtain the **DEPARTMENT** input in its decisions.
5. The cost of the installation of a mast arm traffic signal is estimated to be TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED EIGHTY NINE DOLLARS (\$264,389.00). The **DEPARTMENT** will pay the **COUNTY** an amount not to exceed TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED EIGHTY NINE DOLLARS (\$264,389.00) for the PROJECT

based on a percentage of completion for actual costs incurred as detailed in progress reports. The **COUNTY** will invoice the **DEPARTMENT** on a monthly basis. In the event the actual cost of the **PROJECT** exceeds the **DEPARTMENT'S** share of **TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED EIGHTY NINE DOLLARS (\$264,389.00)**, the overruns in the cost shall be the sole responsibility of the **COUNTY**.

The **COUNTY** shall comply with the Federal and State Audit provisions set forth in **Exhibit "B"** attached hereto and made part of this Agreement.

6. The **COUNTY** must apply and be granted a permit, from the **DEPARTMENT**, before the construction of the **PROJECT**.
7. The **COUNTY** shall furnish the **DEPARTMENT** with 'as built' plans, after the construction of the **PROJECT**.
8. The **COUNTY** must submit the final invoice to the **DEPARTMENT** within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period will not be paid.
9. The **DEPARTMENT'S** obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
10. In the event it becomes necessary for the **DEPARTMENT** to institute suit for the enforcement of the provisions of this **AGREEMENT**, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
11. This **AGREEMENT** and any interest herein shall not be assigned, transferred or otherwise encumbered by the **COUNTY** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this **AGREEMENT** shall run to the **DEPARTMENT** and its successors.
12. Except as otherwise set forth herein, this **AGREEMENT** shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until the Project is **completed** as evidenced by the written acceptance of the **DEPARTMENT** or **June 30, 2010**, whichever occurs first.
13. If this **AGREEMENT** involves units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within 10 working days of receipt of a progress report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **COUNTY** promptly when work is subsequently performed.
14. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

15. The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services. 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.
16. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices that have to be returned to a **COUNTY** because of **COUNTY** 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**.
17. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services' Hotline, at 1-800-848-3792.
18. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five 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 **COUNTY'S** general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."

20. The **COUNTY** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **COUNTY**, to solicit or secure this **AGREEMENT**, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **COUNTY**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the **AGREEMENT** without liability.
21. With respect to any of the **COUNTY'S** agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **COUNTY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
22. This **AGREEMENT** is governed by and construed in accordance with the laws of the State of Florida.
23. The **COUNTY** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national, origin, age or disability in the performance of work under this Agreement.
24. The **DEPARTMENT** encourages the **COUNTY** to make the best efforts to achieve some form of Disadvantage Business Enterprise (DBE) services during the construction of the **PROJECT**.
25. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this **AGREEMENT** that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
26. Any or all notices (except invoices) given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: **Leos A. Kennedy, Jr.**
With a copy to: **Henry Oaikhena**
A second copy to: District General Counsel

If to the PARTICIPANT:

Palm Beach County
2300 N. Jog Road, 3rd Floor West
West Palm Beach, FL 33411-2745
Attn: Dan Weisberg, P.E.
Director
With a copy to: Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Addie L. Greene
NAME: Addie L. Greene
TITLE: Chairperson
_____ day of MAY 20 2008, 20__

BY: _____
ROSIELYN QUIROZ
DIRECTOR OF TRANSPORTATION SUPPORT

ATTEST:
SHARON R. BOCK

APPROVED: (AS TO FORM)

[Signature]
CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

BY: _____
DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY: [Signature]
COUNTY ATTORNEY

BY: _____
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: [Signature]
DAN WEISBERG, DIRECTOR
TRAFFIC ENGINEERING

Exhibit 'A'
Scope of Services
FM# 403605-2-58-01

Intersection of SR-804/Boynton Beach Blvd. and Old Boynton Road Signal Replacement

The scope of work is for the Palm Beach County Traffic Engineering Division to administer the construction contract to replace the existing Strain pole signal at this intersection with a Mast Arm signal system. This is the work activity that was eliminated from the Restoration, Rehabilitation, and Resurfacing (3R) project, Financial Project ID 403605-1-52-01.

The **COUNTY** shall furnish the **DEPARTMENT** with 'as built' plans, after the construction of the **PROJECT**.

FEDERAL AND/OR STATE FUNDED CONTRACTS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to PALM BEACH COUNTY regarding such audit. PALM BEACH COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. This agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
Henry Oaikhena, Project Manager
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
Henry Oaikhena, Project Manager

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
Henry Oaikhena, Project Manager

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

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

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
Henry Oaikhena, Project Manager

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

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

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
Henry Oaikhena, Project Manager

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650

(nonprofit and for-profit organizations), Rules of the Auditor General should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

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

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>		<u>Amount</u>
DOT (Department of Transportation)	55.023	State Highway Project Reimbursement	\$264,389.00

Compliance Requirements

1. Exhibit "A" Scope of Services
2. a) Most projects are administered by or through State Transportation Departments or Federal agencies
b) The Participant must follow specific laws, guidelines or regulations regarding allowable program expenditures.

RESOLUTION NO. R-2008 - 0820

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT FOR PALM BEACH COUNTY CONCERNING INTERSECTION IMPROVEMENTS (SIGNAL CONSTRUCTION) AT BOYNTON BEACH BOULEVARD AND OLD BOYNTON

WHEREAS, the State of Florida Department of Transportation had planned to reconstruct the existing traffic signal at the at the intersection of Boynton Beach Boulevard and Old Boynton Road, and

WHEREAS, the State of Florida Department of Transportation design of the traffic signal did not accommodate a planned roadway widening on Old Boynton Road, and

WHEREAS, the State of Florida Department of Transportation and Palm Beach County desire to have the \$264,389 that the State of Florida Department of Transportation saved by not constructing the traffic signal used by Palm beach County to construct the traffic signal, and

WHEREAS, The State of Florida Department of Transportation has requested Palm Beach County to execute and deliver to the State of Florida Department of Transportation a Joint Participation Agreement for the aforementioned Project.

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, a Joint Participation Agreement for the aforementioned Project.

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

2. This Resolution will take effect upon its adoption. The foregoing Resolution was offered by Commissioner Marcus who moved its adoption. The motion was seconded by Commissioner Aaronson, and upon being put to a vote, was as follows:

ADDIE L. GREENE, CHAIRPERSON	- Aye
JOHN F. KOONS, VICE CHAIR	- Aye
KAREN T. MARCUS	- Aye
ROBERT J. KANJIAN	- Aye
MARY McCARTY	- Aye
BURT AARONSON	- Aye
JESS R. SANTAMARIA	- Aye

The Chairperson thereupon declared the Resolution duly passed and adopted this 20th day of May, 2008.

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK &
COMPTROLLER
PALM BEACH COUNTY

By: Marcus

County Attorney

By: Sharon R. Bock

Deputy Clerk

RESOLUTION NO. R-2010 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO A JOINT PARTICIPATION AGREEMENT FOR PALM BEACH COUNTY CONCERNING INTERSECTION IMPROVEMENTS (SIGNAL CONSTRUCTION) AT BOYNTON BEACH BOULEVARD AND OLD BOYNTON

WHEREAS, the State of Florida Department of Transportation (FDOT) and Palm Beach County desire to amend a Joint Participation Agreement (JPA) (R2008-0820; FM#403605-2-58-01) entered into on May 20, 2008; and

WHEREAS, this Amendment to the Agreement modifies the language of paragraph five in the original Agreement and allows Palm Beach County to bill FDOT quarterly, based on actual cost incurred, instead of monthly, based on the percentage of completion, for the construction of a traffic signal at the intersection of Boynton Beach Boulevard and Old Boynton Road; and

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

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, the First Amendment to the aforementioned JPA.

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

BURT AARONSON, CHAIR -
KAREN T. MARCUS, VICE CHAIR -
JOHN F. KOONS -
SHELLY VANA -
STEVEN L. ABRAMS -
JESS R. SANTAMARIA -
PRISCILLA A. TAYLOR -

The Chairperson thereupon declared the Resolution duly passed and adopted
this _____ day of _____, 2010.

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK &
COMPTROLLER
PALM BEACH COUNTY

By: _____
County Attorney

By: _____
Clerk

Contract No.: AP-572
FM No: 403605-2-58-01
Vendor No: VF 596-000-785

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

This Amendment made and entered into this _____ day of _____, 200____, 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, located at 2300 North Jog Road, West Palm Beach, Florida 33411, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, on June 17, 2008 the parties entered into a Joint Participation Agreement, hereinafter referred to as the AGREEMENT, wherein the COUNTY agreed to provide certain improvements in connection with Financial Management (FM) No. 403605-2-58-01 for the Construction and Construction Engineering Inspection (CEI) Services for the Installation of Traffic Signal Mast Arm at the Intersection of SR-804/Boynton Beach Road and Old Boynton, in Palm Beach County, Florida referred to as PROJECT; and,

WHEREAS, the parties desire to amend the Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Agreement dated June 17, 2008, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph Five, page 1 and 2 of the Agreement, is amended to read as follows:

The cost of the installation of a mast arm traffic signal is estimated to be Two Hundred Sixty Four Thousand Three Hundred Eighty Nine Dollars (\$264,389.00). The DEPARTMENT's participation toward this PROJECT is a total amount not to exceed Two Hundred Sixty Four Thousand Three Hundred Eighty Nine Dollars (\$264,389.00). The COUNTY shall deliver written invoices, for actual costs incurred as detailed in progress reports, to the DEPARTMENT on a quarterly basis. Any cost overruns or cost increase for the PROJECT in excess of the DEPARTMENT's share of Two Hundred Sixty Four Thousand Three Hundred Eighty Nine Dollars (\$264,389.00) shall be the sole responsibility of the COUNTY.

The COUNTY shall comply with the Federal and State Audit provisions set forth in Exhibit B, attached hereto and made a part of this Agreement.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered into on June 17, 2008 as originally set forth therein, which are not hereby expressly amended or

modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: CHAIRPERSON
_____ day of _____, 20__

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:
SHARON R. BOCK

LEGAL REVIEW:

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM

APPROVED:

BY: _____
COUNTY ATTORNEY

BY: _____
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: Jan Dusbey