

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 6, 2010

Consent
 Workshop

Regular
 Public Hearing

Department:

Submitted By: **Engineering & Public Works**
Submitted For: **Roadway Production Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: A Resolution approving Amendment Number One to the Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT), approved on June 21, 2005 (R2005-1145), to extend the agreement expiration date for the State Road 710 Interchange with Florida's Turnpike to be done as part of the Jog Road from Beeline Highway to Northlake Boulevard project.

SUMMARY: Approval of Amendment Number One to the JPA will extend the allowable time frame for Palm Beach County to submit a final invoice to FDOT from the end of Fiscal Year 2010 to the end of Fiscal Year 2014.

District 1 (MRE)

Background and Justification: On June 21, 2005, the Board of County Commissioners approved a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) to provide Palm Beach County (County) with financial assistance for the State Road 710 Interchange with Florida's Turnpike construction and the future construction of Jog Road from Beeline Hwy to Northlake Blvd. The JPA was approved by FDOT on August 1, 2005. This First Amendment is in the best interest of the County as it extends the expiration date of the agreement from Fiscal Year 2010 to Fiscal Year 2014.

Attachments:

1. Location Sketch
2. JPA Amendment One (7 originals)
3. Original JPA
4. Resolution (7 originals)

Recommended by: *[Signature]*

Division Director

Date

3/4/10 *[Signature]*

Approved By: *[Signature]*

County Engineer

Date

3/10/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2010 | 2011 | 2012 | 2013 | 2014 |
|--------------------------|----------------|------------|------------|------------|------------|
| Capital Expenditures | \$ -0- | -0- | -0- | -0- | -0- |
| Operating Costs | -0- | -0- | -0- | -0- | -0- |
| External Revenues | -0- | -0- | -0- | -0- | -0- |
| Program Income (County) | -0- | -0- | -0- | -0- | -0- |
| In-Kind Match (County) | -0- | -0- | -0- | -0- | -0- |
| NET FISCAL IMPACT | *\$ -0- | -0- | -0- | -0- | -0- |

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No ____
 Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object ___
 Program

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

* This item has no additional fiscal impact. This amendment is a time extension only.

Any reimbursement funding will only be realized after completion of the Jog Road Extension project. Grant revenue funding will be budgeted at the time of the award of the design contract. Construction is estimated to begin in FY 2012.

C. Departmental Fiscal Review: @willhite

III. REVIEW COMMENTS

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

 [Signature]
 OFMB
 3/11/10
 3/11/10

 [Signature] 3/11/10
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

This amendment complies with our review requirements.

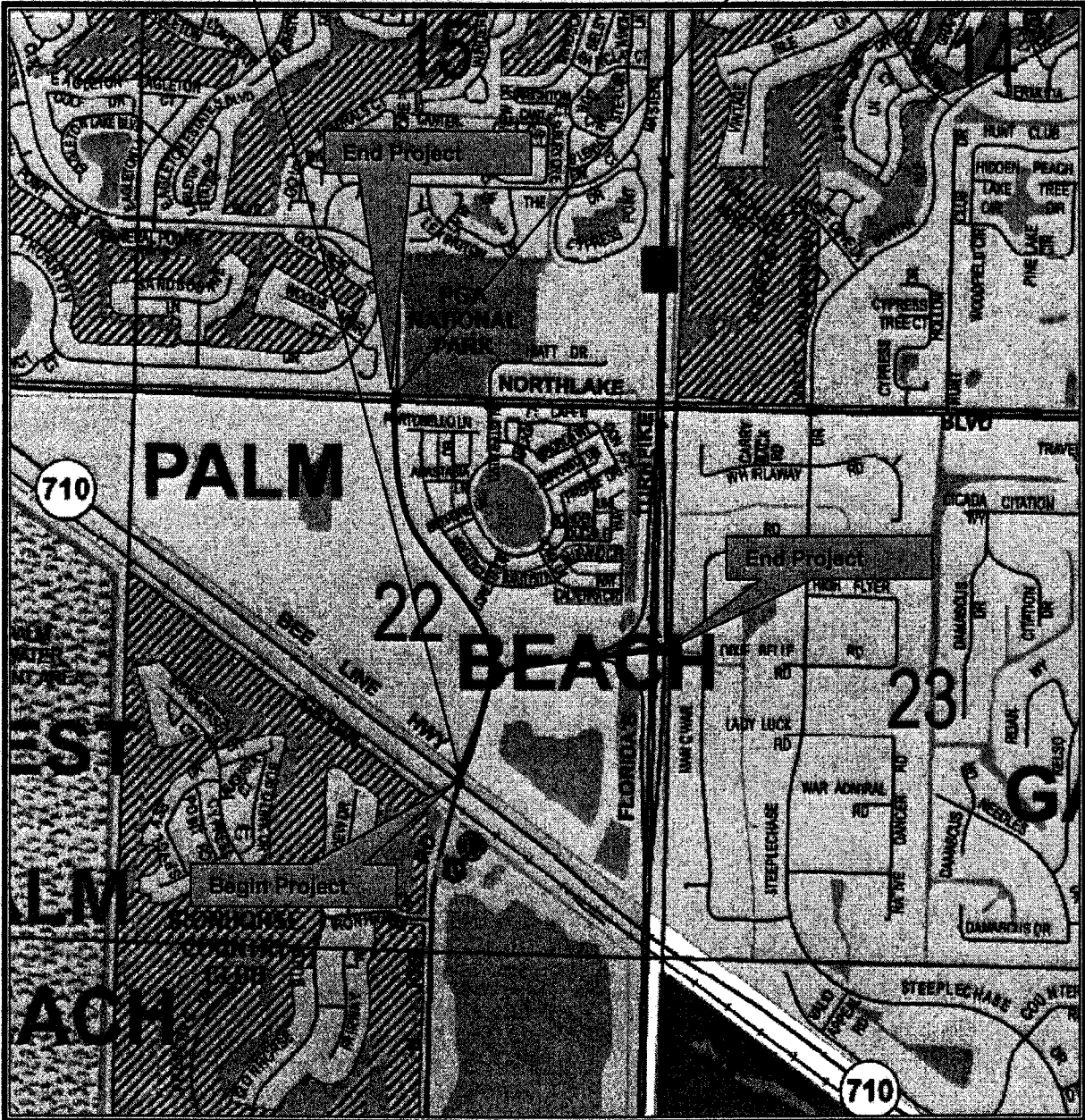
 [Signature] 3/25/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**LOCATION MAP
JOG ROAD
BEELINE HWY (SR 710) TO NORTHLAKE BLVD
PALM BEACH COUNTY PROJECTS
#2004701**



LOCATION MAP

**AMENDMENT TO
JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY**

This AMENDMENT is made and entered into this _____ day of _____, 2010, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida, whose address is Turnpike Headquarters, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761, hereinafter referred to as the "**DEPARTMENT**" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is 301 N. Olive Avenue, West Palm Beach, Florida 33401, hereinafter referred to as the "**COUNTY**".

WITNESSETH:

WHEREAS, the above parties entered into that certain Joint Participation Agreement (also referred to as the "Agreement") dated August 1, 2005 in connection with the **DEPARTMENT's** funding, planning, design, permitting, and construction of a connector road and the State Road 710 (SR 710) Interchange with Florida's Turnpike (Financial Project Number 232074-2-52-01), located generally between SR 710 and Northlake Boulevard in northern Palm Beach County, thereafter referred to as the "**PROJECT**"; and

WHEREAS, the purpose of this Amendment is to amend paragraph (e) of Section 4 of the Agreement to reflect the new schedule for completion by the **COUNTY** of the design and construction of its Jog Road extension and correction of associated impacts to the connector road referred to in paragraph (e) of Section 4 of the Agreement and accordingly provide a new date for the one-time lump sum payment by the **DEPARTMENT** to the **COUNTY** in that same paragraph.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the **DEPARTMENT** and **COUNTY** mutually agree that the above recitals are true and correct, form a material part of this agreed upon Amendment, and are hereby incorporated by reference and made a part hereof, and they do hereby amend paragraph (e) of Section 4 of the Agreement to read as follows:

- (e) **Payment by the DEPARTMENT.** The **DEPARTMENT** shall pay the **COUNTY** a one-time lump sum payment of \$147,375.00 toward the **COUNTY's** actual costs of design and construction of its Jog Road extension and correction of associated impacts to the connector road. Travel costs will not be reimbursed. The **DEPARTMENT** shall provide this lump sum of \$147,375.00 to the **COUNTY** during fiscal year 2014, from its funding for the

PROJECT, FPID # 232074-2-58-01, provided that the construction has been completed and the funds are available. The COUNTY will submit an invoice and supporting documentation to the attention of the Director of Planning & Production, Turnpike Headquarters, Florida's Turnpike, Milepost 263, Building 5315, P. O. Box 613069, Ocoee, Florida 34761, with reference to the Joint Participation Agreement and this Amendment on the invoice, accompanied by copies of Engineer certification of substantial completion of construction. The COUNTY shall be responsible for all other costs.

All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this Amendment for the purposes herein expressed on the date and year first above written.

PALM BEACH COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Burt Aaronson, Chair

As authorized for execution by the Board of County Commissioners at their regular meeting on _____, 2010

Attest:

By: _____
Clerk & Comptroller

Date: _____

Approved as to Terms and Conditions:

MAK
PAK Ornelio A. Fernandez

Approved as to Form and Legal Sufficiency:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
James L. Ely
Executive Director and Chief Executive Officer
Florida Turnpike Enterprise

Attest:
By: _____

Date: _____

Turnpike Legal Review

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2005 | 2006 | 2007 | 2008 | 2009 |
|--------------------------|---------------|------------|------------|------------|------------|
| Capital Expenditures | \$ -0- | -0- | -0- | -0- | -0- |
| Operating Costs | -0- | -0- | -0- | -0- | -0- |
| External Revenues | -0- | -0- | -0- | -0- | -0- |
| Program Income (County) | -0- | -0- | -0- | -0- | -0- |
| In-Kind Match (County) | -0- | -0- | -0- | -0- | -0- |
| NET FISCAL IMPACT | \$ -0- | -0- | -0- | -0- | -0- |

ADDITIONAL FTE POSITIONS (Cumulative) _____

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

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

This item has no additional fiscal impact.

Any reimbursement funding will only be realized after completion of the Jog Road Extension project. This project has not yet been programmed for construction.

C. Departmental Fiscal Review: R. J. Ward 5/16/05

III. REVIEW COMMENTS

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

Elizabeth Flores 6/2/05
 OFMB
 ATN 6-2-05 PM
 6-1-05

Jim J. Jacobs 6/3/05
 Contract Dev. and Control
 E. Jones 6/3/05

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:
Marlene R. Pett 6/4/05
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RESOLUTION NO. R-2005- 1145

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA APPROVING A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE STATE ROAD 710 INTERCHANGE WITH FLORIDA'S TURNPIKE, IN PALM BEACH COUNTY, FLORIDA.

WHEREAS, the Florida Department of Transportation (FDOT) and Palm Beach County (County) propose to enter into a Joint Participation Agreement (JPA) concerning the construction of the State Road (SR) 710 Interchange with Florida's Turnpike (Project), and

WHEREAS, it is the intent of the parties to cooperate and coordinate their efforts and resources to minimize the costs of right-of-way, maintenance and other matters as the FDOT improves its transportation facilities, and

WHEREAS, the Project has been determined by the parties to serve a public purpose, and benefit the public health, safety and welfare.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the following be established:

1. The recitations set forth herein above are true, accurate and correct, and are incorporated herein.
2. The Board of County Commissioners approves the JPA with FDOT and authorizes the Chairman to sign on behalf of the Board.

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

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

The Chair thereupon declared the Resolution duly passed and adopted this 21st day of June 2005.

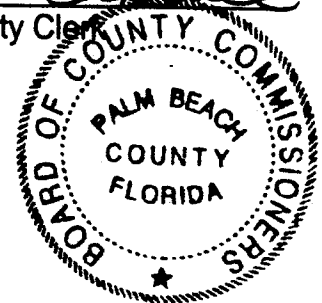
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK,
CLERK & COMPTROLLER

By: *Monique R. Platt*
Assistant County Attorney

By: *Judith Crasie*
Deputy Clerk



JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY

This AGREEMENT is made and entered into this 1st day of August, 2005, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, whose address is Turnpike Headquarters, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761, hereinafter referred to as the "DEPARTMENT" and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 N. Olive Avenue, West Palm Beach, Florida 33401, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the DEPARTMENT intends to fund, plan, design, permit and construct a connector road and the State Road 710 (SR 710) Interchange with Florida's Turnpike (Financial Project Number 232074-2-52-01), located generally between SR 710 and Northlake Boulevard in northern Palm Beach County, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is a critical transportation improvement to the State, the region and locally in Palm Beach County, and

WHEREAS, the COUNTY has the responsibility and authority to plan, construct and maintain the County Road System within Palm Beach County; and

WHEREAS, to ensure the most effective utilization of public resources, it is necessary to establish this Agreement to coordinate the PROJECT with the COUNTY; and

WHEREAS, it is the intent of the parties to cooperate and coordinate their efforts and resources to minimize the costs of right-of-way, maintenance and other matters as the DEPARTMENT improves its transportation facilities; and

WHEREAS, the PROJECT referred to herein has been determined by the parties to serve a public purpose, and benefit the public health, safety and welfare; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the DEPARTMENT and COUNTY mutually agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein.

Section 2. Purpose/Necessity. The purpose of this Agreement is to set forth the relationship between the DEPARTMENT and COUNTY with respect to the general responsibilities of the parties regarding temporary access, construction, and maintenance of specific roadway improvements depicted in the attached Exhibit "A".

Section 3. Temporary Access. The COUNTY shall permit the DEPARTMENT or its contractor to enter upon those areas of COUNTY rights-of-way indicated on Exhibit "A" for the purposes of constructing the PROJECT. Said permission shall not be unreasonably withheld, and shall be expeditiously granted. Permission to enter, for purposes of permanent construction improvements, shall commence upon execution by both parties of this Agreement, or upon the issuance of a permit by the COUNTY, whichever is earlier, and shall end upon completion of the PROJECT satisfactory to both parties and acceptance of the completed PROJECT by the DEPARTMENT. The DEPARTMENT shall retain all limited access rights indicated on Exhibit "A".

Section 4. Maintenance Responsibilities. The DEPARTMENT and the COUNTY hereby agree to perform the specific tasks set forth below. Costs of maintenance shall be borne by the party to which the responsibility has been designated.

Upon completion of the PROJECT satisfactory to both parties and acceptance of the completed PROJECT by the DEPARTMENT, the COUNTY shall own all transportation improvements within the indicated areas "1" & "2" of Exhibit "A".

- (a) The COUNTY shall assume all responsibility for the road and the right-of-way including all curbs, culverts and drainage structures within the right-of-way for area "1".
- (b) The DEPARTMENT shall assume maintenance responsibilities for the road and the right-of-way identified as area "2" on Exhibit "A" until such time as the COUNTY commences the construction of the Jog Road northern extension from SR 710 to Northlake Boulevard, hereinafter referred to as the "Jog Road extension". The COUNTY shall assume all responsibility of Area "2" upon commencement of the construction of the Jog Road extension.
- (c) The DEPARTMENT shall retain all limited access rights indicated on the attached Exhibit.
- (d) In order to facilitate the COUNTY's construction of the Jog Road extension, the DEPARTMENT will allow for the temporary closure of two of the four lanes of the proposed connector road by the COUNTY during construction, so long as the directional tolling scheme is maintained, and subject to compliance with the following terms and conditions. The COUNTY shall apply for and obtain a permit from the DEPARTMENT for this purpose. The permit shall include or incorporate provisions regarding the Turnpike lane closure policy, notice, coordination, precedence of Turnpike work over permit work, and

restoration of Turnpike right of way to acceptable condition. The permit will also include a condition requiring any utilities that need to be relocated to accommodate the work, or that may be installed as a part of the work, to be permitted separately using the FDOT Utility Permit. Further, the COUNTY shall perform all Maintenance of Traffic activities at the COUNTY's expense and provide the DEPARTMENT with the Traffic Control Plans for DEPARTMENT approval. The COUNTY shall seek and obtain written approval from FDOT District 4 and all local jurisdictions that may be impacted by the Traffic Control Plans, or any portion thereof. The permit shall not be issued to the COUNTY until the Traffic Control Plans have been approved by the DEPARTMENT and all other agencies, and the requested documentation has been received by the DEPARTMENT.

- (e) **Payment by the DEPARTMENT,** The DEPARTMENT shall pay the COUNTY a one-time lump sum payment of \$147,375.000, toward the COUNTY's actual costs of design and construction of its Jog Road extension and correction of associated impacts to the connector road. Travel costs will not be reimbursed. The DEPARTMENT shall provide this lump sum of \$147,375.000 to the COUNTY during fiscal year 2010, from its funding for the PROJECT, FPID # 232074-2-58-01, provided that the construction has been completed and the funds are available. This amount is based on the agreed upon fiscal year 2005 estimate of \$125,000 inflated to fiscal year 2010 based on the Department's official inflation indices as documented in its work program as of the date of this agreement (table attached). The COUNTY will submit an invoice and supporting documentation to the attention of the Director of Planning & Production, Turnpike Headquarters, Florida's Turnpike, Milepost 263, Building 5315, P. O. Box 613069, Ocoee, Florida 34761, with reference to the Joint Participation Agreement on the invoice, accompanied by copies of Engineer certification of substantial completion of construction. The COUNTY shall be responsible for all other costs.

Section 5. Provisions of Section 339.135(6)(a), Florida Statutes, which follow, 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 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 \$25,000.00 and which have a term for a period of more than one year.

Section 6. Annual appropriation. In accordance with Florida law, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for this project, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect.

Section 7. Payment Provisions. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State's Chief Financial Officer under Section 215.422 (14), Florida Statutes, or by the Department's Comptroller under Section 334.044 (29), Florida Statutes. Section 215.422(5), Florida Statutes, requires the DEPARTMENT to include a statement of vendor rights. The COUNTY is hereby advised of the following:

a. Vendors providing goods and services to an agency 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. Under this Agreement, the time shall be ten (10) working days. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved by the DEPARTMENT. If a payment is not available within forty (40) days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Any invoices that have to be returned to the COUNTY because of invoice 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.

b. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include action as an advocate for contractors 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 Chief Financial Officer's Hotline, at 1-800-848-3792. Any invoices that have to be returned to the COUNTY because of invoice 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.

c. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all

times during the period of this agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred 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.

Section 8. Notices. All notices provided for herein shall be in writing and mailed by registered or certified mail, or hand delivered to the addresses shown below, which addresses may be changed by any party upon proper written notice to the others as is provided below:

DEPARTMENT

Nancy A. Clements, P.E.
Director of Planning & Production
Florida's Turnpike Enterprise
Building 5313, Turkey Lake Service Plaza
PO Box 613069
Ocoee, FL 34761

cc: **TURNPIKE GENERAL COUNSEL**
(same address as above)

COUNTY

George Webb, P.E.
County Engineer
Engineering Division
160 Australian Avenue, Suite 501
West Palm Beach, FL 33406

Section 9. Assignment. No party shall assign this Agreement or the rights and obligations hereunder to any other party without the prior written consent of all parties hereto.

Section 10. Permits or Supplemental Agreements. It is understood by both parties that permits or supplemental agreements may be needed with regard to the details of specific undertakings. The parties agree to cooperate with each other in those instances where such permits or supplemental agreements are necessary.

Section 11. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers and employees thereof to the extent allowed by law. Neither this provision, nor any other provision in this Agreement, shall be construed as a waiver of sovereign immunity or to otherwise be in conflict with Section 768.28, Florida Statutes.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the date and year first above written.

PALM BEACH COUNTY, FLORIDA

By: Board of County Commissioners

R2005 1145

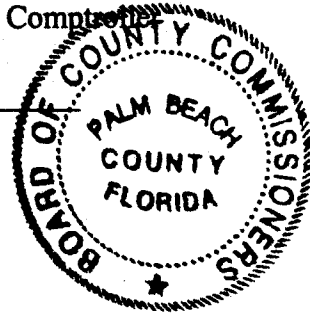
By: *Tony Masjotti*
Tony Masjotti, Chairman

As authorized for execution by the Board of County Commissioners at their regular meeting on JUN 21 2005, 2005

Attest:

By: *Judith Crosbie*
Sharon R. Bock, Clerk & Comptroller
Deputy Clerk

Date: _____



Approved as to Terms and Conditions:

Orlando Fernandez

Approved as to Form and Legal Sufficiency:

Monica R. [Signature]

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: *James L. Ely*
James L. Ely
Executive Director and Chief Executive Officer
Florida Turnpike Enterprise

Attest:

By: *Elizabeth [Signature]*

Date: 8.1.05

Kathy Lamb-Slynn
Turnpike Legal Review

R2005 1145

0188

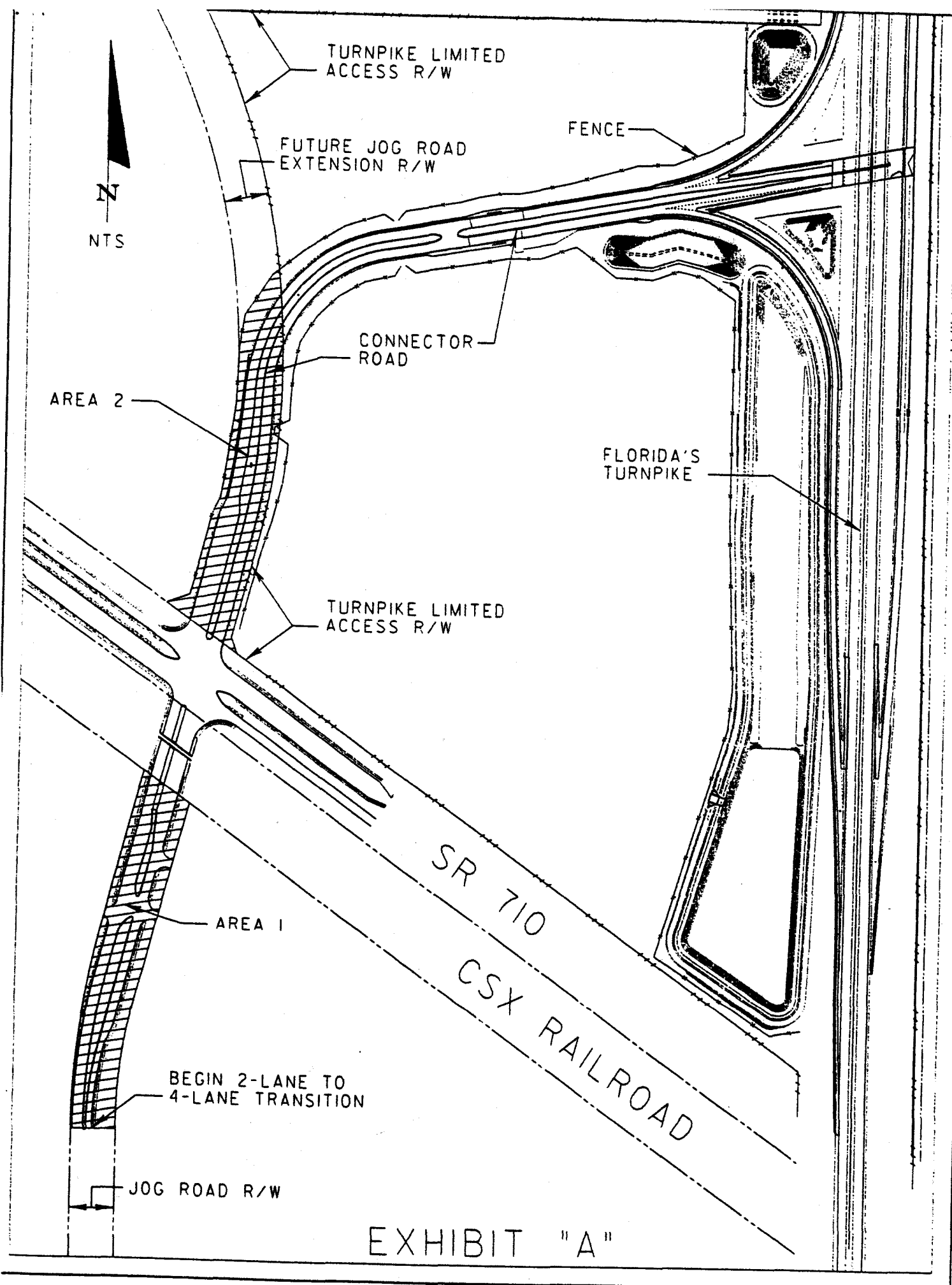


EXHIBIT "A"

Requested Version: G1

Item/Segment: 232074 2 Status: 090 UNDER CONSTRUCTION

Old Item Nbr: _____

Desc: SR 710 INTERCHANGE

Trans System: 02 INTRASTATE TURNPIKE

Man Dist: 08 Box Item: N

Begin Search At Phase: __ FP Seq: __ Project Total: 23,046,957

| Ver | Phase | Seq | Year | Fund | Pgm | PDC Amount | Total Amount | All Typ | Dstr Typ/Area | Bud Dist | Apr Cat | St |
|-----|-------|------|------|------|-----------|---------------|-----------------|------------|------------------|-------------|------------|----|
| AD | 5 8 | 01 | 2010 | PKYI | 02 | 147,375 | 147,375 | 1 | | 08 | | 2 |
| | 5 9 | 01 | 2004 | PKOH | 00 | 185 | 249 | 1 | | 08 | | 4 |
| | | | 2005 | PKOH | 00 | 798,630 | 798,630 | 1 | | 08 | | 4 |
| | | | 2010 | PKOH | 00 | 11,510 | 11,510 | 1 | | 08 | | 2 |
| 6 1 | 01 | 2004 | PKYI | 00 | 41,308 | 41,308 | 1 | | | 08 | | 4 |
| | | 2005 | PKYI | 00 | 8,000 | 8,000 | 1 | | | 08 | | 4 |
| 6 2 | 01 | 2004 | PKBD | 00 | 1,944,103 | 1,944,103 | 1 | | | 08 | | 4 |
| | 02 | 2005 | PKBD | 40 | 422,897 | 422,897 | 1 | | | 08 | | 4 |
| 6 9 | 01 | 2004 | PKOH | 00 | 24 | 94 | 1 | | | 08 | | 4 |
| | | 2005 | PKOH | 00 | 97,742 | 97,742 | 1 | | | 08 | | 4 |

AAA250-I: Successfully displayed.

F1=Help F3=Exit

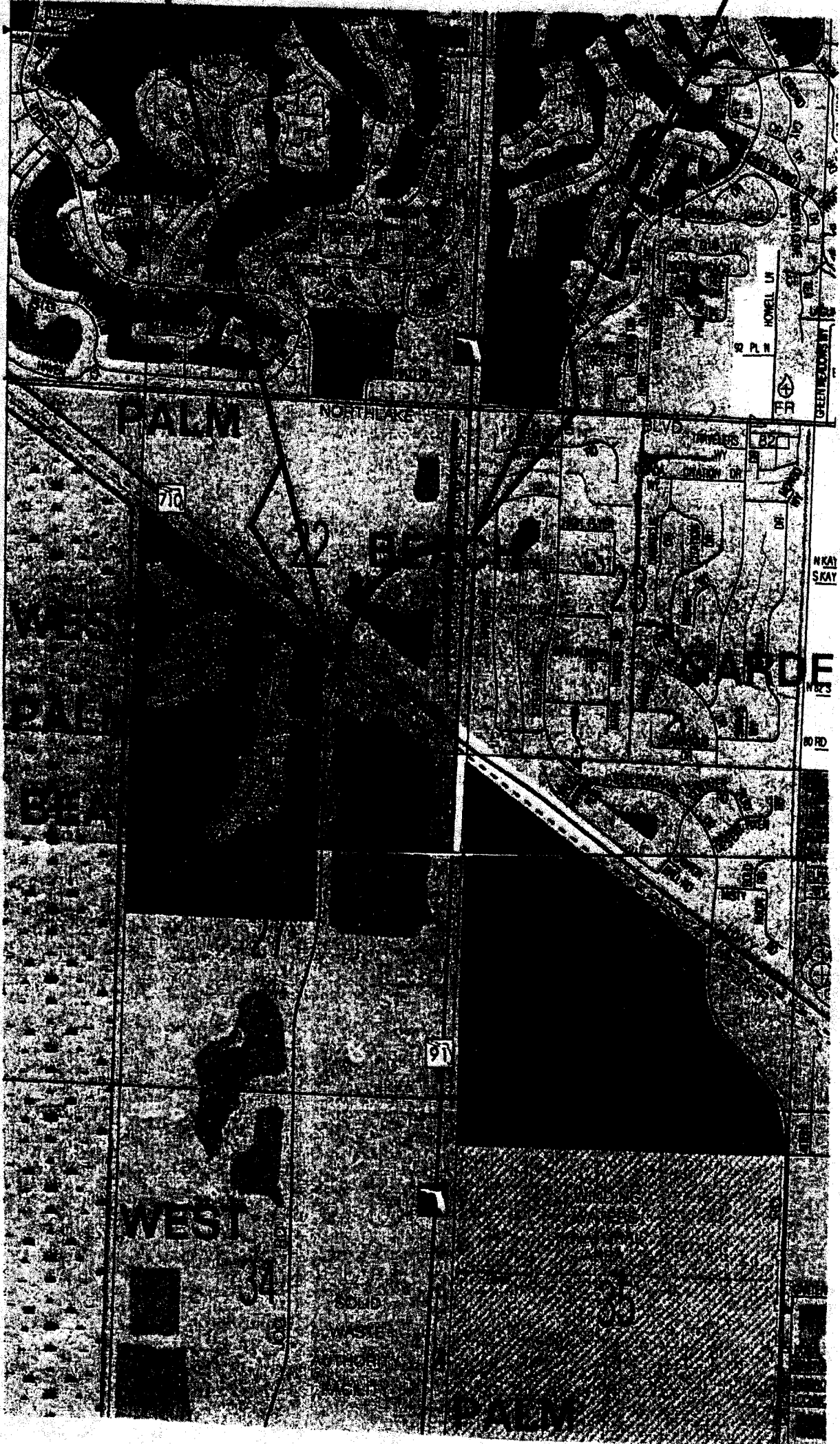
F7=Bkwd F8=Frwd F15=Logoff

Begin Search at.. Phase _ _

| Phase | FYR | Factor |
|-------|------|--------|
| 5 2 | 2006 | 1.035 |
| 5 2 | 2007 | 1.069 |
| 5 2 | 2008 | 1.104 |
| 5 2 | 2009 | 1.141 |
| 5 2 | 2010 | 1.179 |
| 5 2 | 2011 | 1.217 |
| 5 2 | 2012 | 1.258 |
| 5 2 | 2013 | 1.299 |
| 5 2 | 2014 | 1.342 |
| 5 2 | 2015 | 1.386 |
| 5 2 | 2016 | 1.432 |
| 5 2 | 2017 | 1.479 |
| 5 2 | 2018 | 1.528 |
| 5 2 | 2019 | 1.578 |

AAA250-I: Successfully displayed.
F1=Help F3=Exit F7=Bkwd F8=Frwd

**STATE ROAD 710 (BEE LINE HIGHWAY)
INTERCHANGE WITH FLORIDA'S TURNPIKE
PALM BEACH COUNTY PROJECT NO. 2004701**



LOCATION SKETCH

0192

306

RESOLUTION NO. R-2010-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT NUMBER ONE TO THE JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING JOG ROAD FROM BEELINE HIGHWAY (SR 710) TO NORTHLAKE BOULEVARD PROJECT

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a Joint Participation Agreement to help finance improvements to Jog Road from Beeline Highway (SR 710) to Northlake Blvd; and

WHEREAS, the FDOT has requested that the County enter into a Joint Participation Agreement outlining the responsibilities of each party with respect to the Jog Road from Beeline Highway (SR 710) to Northlake Blvd project; and

WHEREAS, through this agreement, the County will accomplish the project including construction and construction engineering inspection; and

WHEREAS, the Board of County Commissioners has determined execution of the Joint Participation Agreement Amendment Number One to be in the best interest of the citizens and residents of Palm Beach County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to execute Amendment Number One to the Joint Participation Agreement.

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, the vote was as follows:

| | | |
|------------|-----------------------------|---|
| District 1 | Karen T. Marcus, Vice Chair | - |
| District 2 | Jeff Koons | - |
| District 3 | Shelley Vana | - |
| District 4 | Steven L. Abrams | - |
| District 5 | Burt Aaronson, Chair | - |
| District 6 | Jess R. Santamaria | - |
| District 7 | Priscilla A. Taylor | - |

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

SHARON BOCK, CLERK AND
COMPTROLLER

By: _____

By: _____

Assistant County Attorney

Deputy Clerk