

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 20, 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 Two to the Joint Participation Agreement (JPA) R2008-0498 with the Florida Department of Transportation, approved on April 1, 2008, to extend the JPA expiration date for the SR 811 from Donald Ross Road to Center Street project.

SUMMARY: Approval of Amendment Number Two to the JPA will change the expiration date from June 30, 2010 to December 31, 2010.

District 1 (MRE)

Background and Justification: On April 1, 2008, the Board of County Commissioners (Board) approved a JPA with the Florida Department of Transportation (FDOT). The JPA R2008-0498 was approved by FDOT on May 2, 2008. Amendment Number One R2010-0031 was approved by the Board on January 12, 2010 and allowed for interim invoicing as opposed to one final invoice. This JPA provides Palm Beach County (County) with financial assistance for the SR 811 from Donald Ross Road to Center Street project (Project). The Project is currently under construction with anticipated completion in October 2010. Therefore, this Second Amendment is in the best interest of the County as it extends the expiration date of the JPA from June 30, 2010 to December 31, 2010.

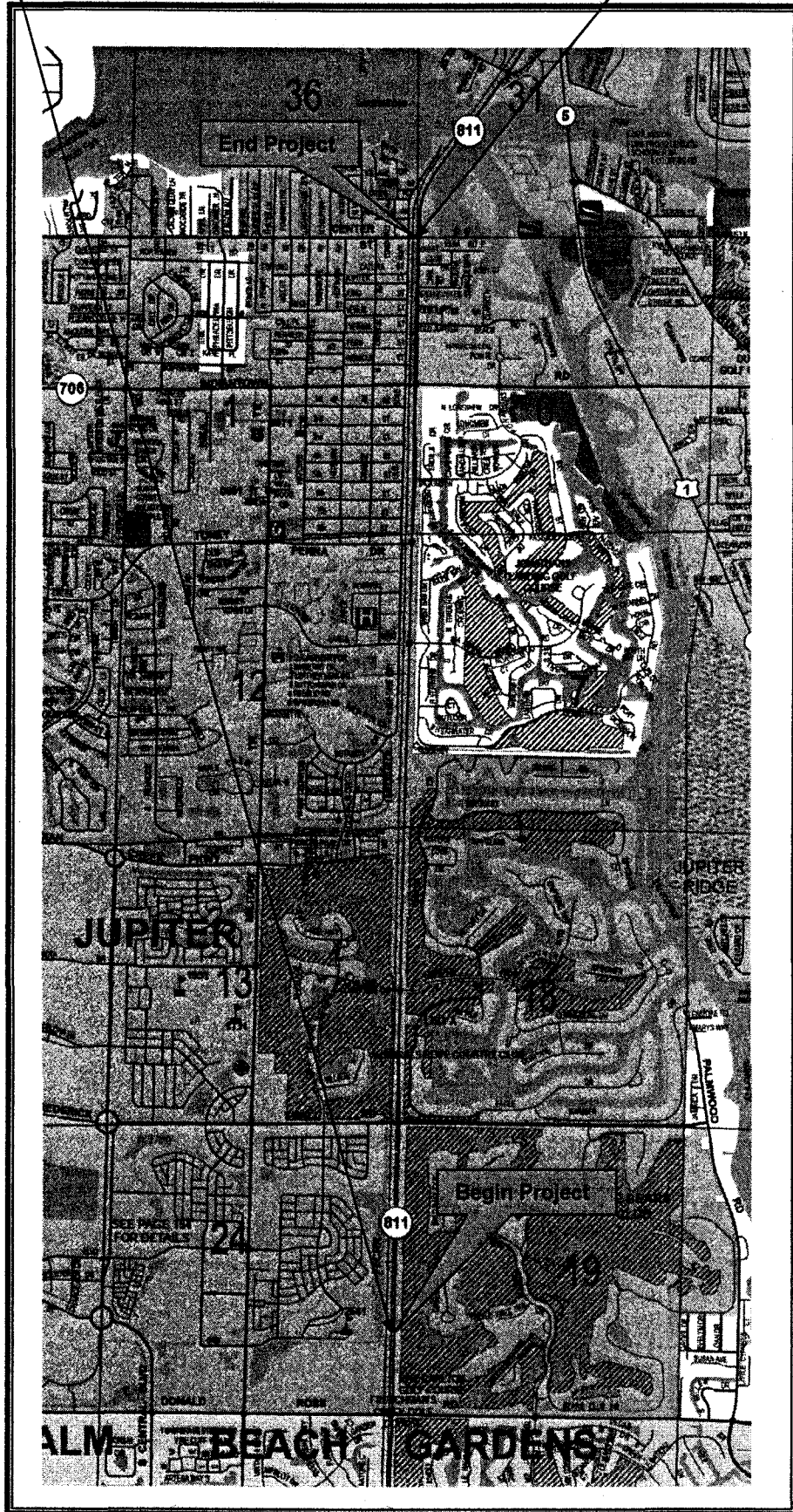
Attachments:

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

Recommended by: *[Signature]* *[Signature]* 3/15/10
 Division Director Date

Approved By: *[Signature]* 3/23/10
 County Engineer Date

LOCATION MAP
SR-811 (Alt. A-1-A)
N. OF DONALD ROSS ROAD TO CENTER STREET
PALM BEACH COUNTY PROJECT #2003515



LOCATION MAP

DUNS No.: 07-847-0481; 07-997-4098
CSFA No.: 55.023

Contract No.: AP-439
FM No: 229394-1-58-01
Vendor No: VF 596-000-785

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

This Amendment made and entered into this _____ day of _____, 20____, 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 May 2, 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. 229394-1-58-01 for the Widening and Resurfacing of SR-811/SR850 from North of Donald Ross Road to Center Street in Palm Beach County and hereinafter referred to as Project; and,

WHEREAS, the parties amended the Agreement on February 9, 2010 (AMENDMENT NUMBER ONE); and,

WHEREAS, the parties desire to further 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 May 2, 2008, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 14, page 3 of the Agreement is amended to read as follows:

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 December 31, 2010, whichever occurs first.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered into on May 2, 2008, and amended on February 9, 2010, 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: *HBV* *Onelia A. Ferrand*

R2008 0498 APR 01 2008

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

7152004

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this 2nd day of May 2008, by and between the State of Florida Department of Transportation 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, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain improvements in connection with Financial Management (FM) Number (Funded in Fiscal Year 2008) 229394-1-58-01 for Widening & Resurfacing of SR-811/SR-850 from North of Donald Ross Road to Center Street in Palm Beach County, Florida. Refer to Exhibit "A" Scope of Services, attached hereto and made a part hereof; and

WHEREAS, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as the PROJECT; and,

WHEREAS, said PROJECT is on the State Highway System, is not revenue producing and is contained in the DEPARTMENT'S Adopted Work Program; 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 Palm Beach County Board of County Commissioners Resolution No. R-2008-0498 adopted on April 1st, 2008, 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.

The COUNTY shall be responsible for preparation of the construction plans and contract documents, advertising for bids, evaluating bids, and awarding a contract for construction of the PROJECT. The COUNTY shall also be responsible for providing construction engineering services including, administration and technical coordination required for the PROJECT.

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 **COUNTY** will complete all services described in **Exhibit "A"** of this Agreement. The **DEPARTMENT** will pay the **COUNTY** an amount not to exceed **FOUR MILLION FOUR HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED FOUR DOLLARS (\$4,482,304.00)** which will be invoiced and paid based on the percentage of completion of the **PROJECT**, for actual costs incurred as detailed in progress reports. The **COUNTY** will invoice the **DEPARTMENT** on a monthly basis.

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

6. The **COUNTY** must apply and be granted a permit, from the **DEPARTMENT**, before the **COUNTY** can proceed with the construction of various median improvements.
7. 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.
8. The **COUNTY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
9. In the event the **PROJECT** costs or **PROJECT** modifications increase or exceed the amount authorized in paragraph 5, the **DEPARTMENT** and the **COUNTY** shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the **PROJECT**. Any funding increase or modifications to the **PROJECT** shall be added by means of an Amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the **COUNTY** and the **DEPARTMENT** fail to negotiate an Amendment for any reason whatsoever, then the increase in the **PROJECT** costs will be the sole responsibility of the **COUNTY**.
10. In the event it becomes necessary for the **DEPARTMENT** or **COUNTY** 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. The **COUNTY** will obtain a **DEPARTMENT** qualified design consultant to prepare construction plans, specifications, and estimates. These items shall conform to the **DEPARTMENT'S** standards. The **DEPARTMENT** shall review the plans at the appropriate phase of plans preparation.
12. The project will be designed and constructed in accordance with all current **DEPARTMENT** specifications and standards. The CEI services will be provided, when required by specifications, by personnel meeting the requirements of the **DEPARTMENT'S** Construction Training and Qualification Program (CTQP). The County may choose to satisfy this requirement by either hiring a **DEPARTMENT** prequalified consultant firm or utilizing **COUNTY** staff that meet these requirements or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the **PROJECT** at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.
13. 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.
14. 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.
15. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
16. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** 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.
17. Bills for fees or other compensation for services for expenses shall be submitted in detail sufficient for proper preaudit and postaudit thereof.

18. **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt of an invoice from the **COUNTY**, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The **DEPARTMENT** has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
19. If payment is not available within 40 calendar 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**.
20. 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.
21. 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.
22. 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."

23. 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.
24. 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.
25. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
26. 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.
27. The DEPARTMENT encourages the COUNTY to make its best efforts to achieve Disadvantage Business Enterprise (DBE) services during the construction of the PROJECT.
28. 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.

29. 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: **Leslie Wetherell**
A second copy to: District General Counsel

If to the COUNTY:

Palm Beach County
Department of Engineering & Public Works
2300 North Jog Road, 3rd Floor
West Palm Beach, Florida 33411
Attn: **Steve Carrier**
With a copy to: **Marlene Everitt**
County Attorney
301 N. Olive Avenue
West Palm Beach, FL 33401

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. R2008-0498, hereto attached.

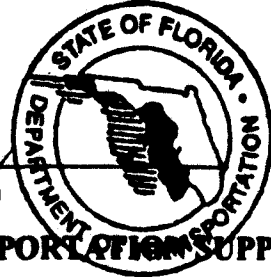
R2008-0498

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 APR 01 2008, 20

BY: Rosielyn Quiroz
ROSIELYN QUIROZ
DIRECTOR OF TRANSPORTATION SUPPORT



ATTEST:
SHARON R. BOCK

APPROVED: (AS TO FORM)

Nancy Powell
CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT
Deputy Clerk

BY: [Signature]
DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM

APPROVED:

BY: [Signature]
COUNTY ATTORNEY

BY: [Signature]
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: [Signature]

EXHIBIT 'A' **SCOPE OF WORK**

This project involves milling & resurfacing and miscellaneous improvements along SR811/SR850 in Palm Beach County. The length of the project is 3.858 miles and it extends from North of Donald Ross Road to Center Street.

- 1) The COUNTY shall perform the following services which are to include, but not limited to:
 - (A) Milling and Resurfacing of 4-12ft. lanes (south of SR-706/Indiantown Road); Milling and Resurfacing of 6-12 ft. lanes (north of SR-706/Indiantown Road).
 - (B) Milling and Resurfacing of 4ft paved shoulder.
 - (C) Construction of additional sidewalks to eliminate gaps in existing alignment.
 - (D) Construction of all crosswalks, sidewalks, and ramps designed must meet and comply with ADA standards. All existing ramps must meet and comply with ADA standards and be modified if not currently meeting the standard.
 - (E) Construction shall comply with the latest edition of the FDOT Standard specifications for Road and Bridge Construction.
 - (F) Railroad coordination where required
 - (G) Develop construction plan set, typical section package, and pavement design package to be submitted and approved by the Department prior to Initial Engineering plans submittal. Initial Engineering and Final Engineering plan submittals are required per FDOT Plans Preparation Manual and District IV guidelines.
 - (H) Prepare drainage report and submit to department for review comments and approval prior to final engineering.
 - (I) Submit survey for approval by the Department, including, but not limited to, PNC sheets, and all survey data.
 - (J) Obtain all permits required for construction.
 - (K) Provide As-builts upon completion of construction.

- 2) The COUNTY shall assure the delivery and certification of a completed 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
Leslie Wetherell, 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
Leslie Wetherell, 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
Leslie Wetherell, 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
Leslie Wetherell, 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
Leslie Wetherell, 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	\$4,482,304.00

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.*

From: The job FI989RPR
Sent: Thursday, April 24, 2008 2:54 PM
To: Kennedy, Leos
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP439

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP439 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNT
Vendor ID: VF596000785149
Beginning date of this Agmt: 04/29/08
Ending date of this Agmt: 06/30/10
Contract Total/Budgetary Ceiling: ct = \$4,482,304.00

Description:
Widening & Resurfacing of SR-811/SR-850 from North of Donald Ross Road to Center Street

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

Action: ORIGINAL Funds have been: APPROVED

55 043010452 *HC *750023 * 4482304.00 *22939415801 *215 *
2008 *55150200 *088797/08
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 4,482,304.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/24/2008

Contract No.: AP-439
FM No: 229394-1-58-01
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 May 2, 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. 229394-1-58-01 for the Widening and Resurfacing of SR-811/SR-850 from North of Donald Ross Road to Center Street in Palm Beach County and hereinafter 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 May 2, 2008, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 5, page 2 of the Agreement is amended to read as follows:

The COUNTY will complete and be paid for all services detailed in Exhibit A of this Agreement. The total DEPARTMENT's share towards this PROJECT shall not exceed Four Million Four Hundred Eighty Two Thousand Three Hundred Four Dollars (\$4,482,304.00). The COUNTY shall deliver written invoices, for actual costs incurred as detailed in progress reports, to the DEPARTMENT on a monthly basis. Any costs overruns or cost increase for the PROJECT in excess of the DEPARTMENT's share of Four Million Four Hundred Eighty Two Thousand Three Hundred Four Dollars (\$4,482,304.00) 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 May 2, 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: *Ornelis A Fernandez*

RESOLUTION NO. R-2010-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT NUMBER TWO TO THE JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING STATE ROAD 811 FROM DONALD ROSS ROAD TO CENTER STREET PROJECT

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a Joint Participation Agreement to help finance improvements to State Road 811 from Donald Ross Road to Center Street; 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 State Road 811 from Donald Ross Road to Center Street 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 Two 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 Two 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

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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

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Commissioner Karen T. Marcus, Vice Chair	-
Commissioner John F. Koons	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Jess R. Santamaria	-
Commissioner 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