

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

Meeting Date: May 17, 2011	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> 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 Transportation Regional Incentive Program (TRIP) Agreement R2008-0823 with the State of Florida Department of Transportation, approved on June 13, 2008, to extend the TRIP Agreement expiration date for Jog Road from 45th Street to north of 45th Street and add E-Verify language.

SUMMARY: Approval of Amendment Number One will change the expiration date from June 30, 2011 to June 30, 2012, and allow the E-Verify requirement to be added to the TRIP Agreement.

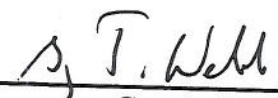
District 6 (MRE)

Background and Justification: The Transportation Regional Incentive Program is intended to provide grants to improve regionally significant transportation facilities. The improvements to Jog Road will construct a four lane divided urban arterial from 45th Street to 0.8 miles north of 45th Street. Amendment Number One will extend the expiration date to June 30, 2012. This Amendment also adds the E-Verify requirement, per Executive Order 11-02 by Florida's governor, to the TRIP Agreement. The E-verify requirement is an electronic system to confirm the legal work status of employees.

Attachments:

1. Location Sketch
2. Amendment Number One (7 copies)
3. TRIP Agreement
4. Executive Order 11-02
5. Resolution (7 copies)

Recommended by:  4/29/11 
 Division Director Date

Approved By:  5/3/11
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
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	-0-	-0-	-0-	-0-	-0-
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.:

Fund _____ Agency _____ Organization _____ Object _____

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

*This item has no fiscal impact.

C. Departmental Fiscal Review: Ahwillhite

III. REVIEW COMMENTS

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

This amendment complies with our review requirements.



 OFMB: [Signature] 5/5/11
 Contract Dev. and Control: [Signature] 5/6/11

B. Reviewed for Form and legal sufficiency:

The E-Verify system authorizes an employer to confirm the employment eligibility of its newly hired employees. The persons described in paragraph 2 of the amendment are not employees of the Vendor/Consultant (County). Accordingly, the confirmation of employment eligibility made by the County as to the persons described in paragraph 2 of the amendment, is made solely in reliance upon the documentation the County receives from each contractor/subcontractor verifying the employment eligibility of the contractor/subcontractor's employees.



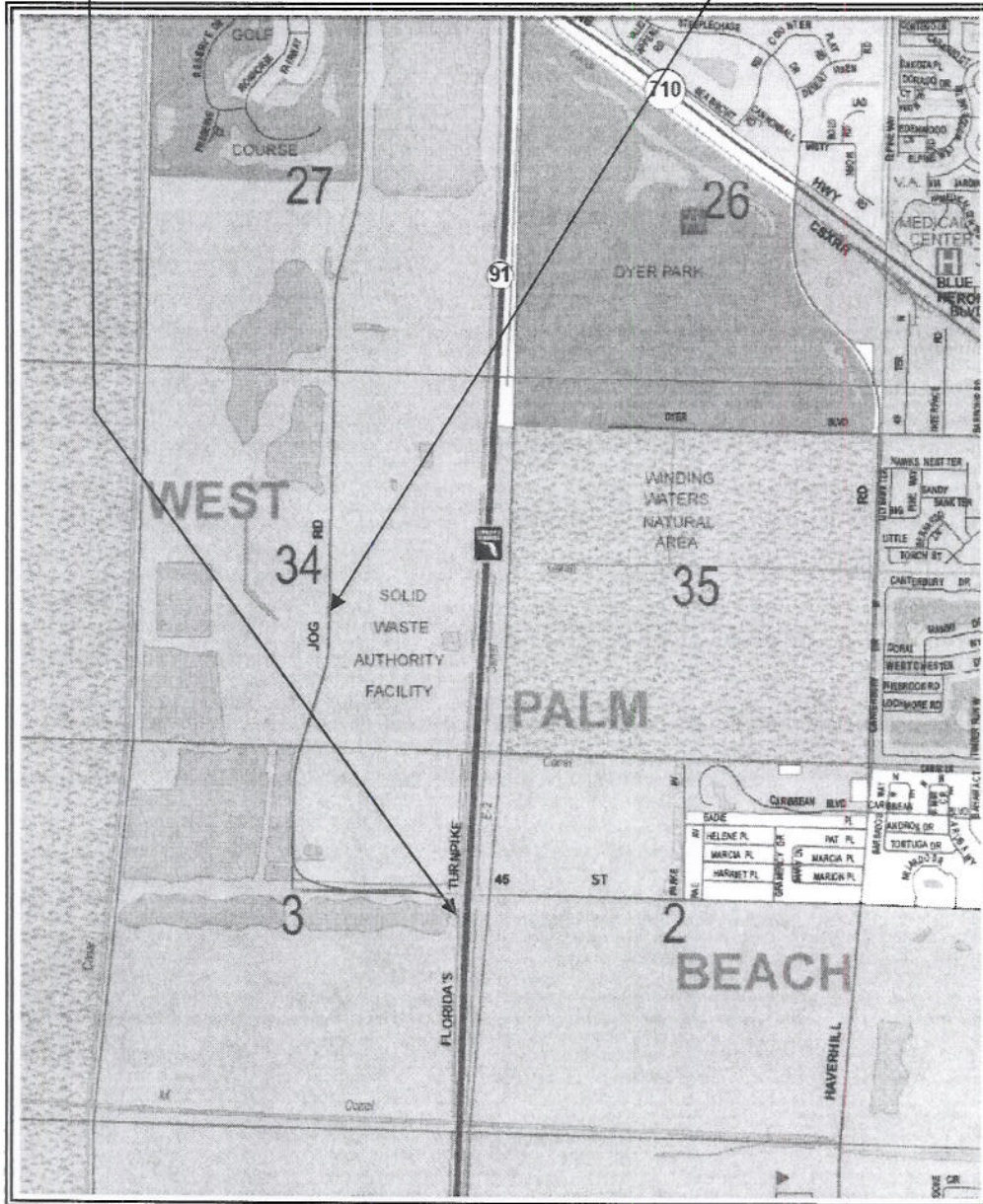
[Signature] 5/11/11
 Assistant County Attorney

C. Other Department Review:

Department Director

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

**PROJECT LOCATION
JOG ROAD
45TH STREET TO 0.8 MI NORTH OF 45TH STREET
PALM BEACH COUNTY PROJECT #1998506**



LOCATION MAP

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT
AMENDMENT NUMBER ONE

THIS AMENDMENT, made and entered into this _____ day of _____, 20____, 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, on June 13, 2008 the parties entered into a Transportation Regional Incentive Program Agreement, hereinafter referred to as the AGREEMENT, wherein the COUNTY agreed to provide certain improvements in connection with Financial Management (FM) No. 422769-2-58-01 for the Construction and Construction Engineering Inspection (CEI) Services for Intersection improvements on Jog Road at 45th Street and hereinafter referred to as the 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 Joint Participation Agreement dated June 13, 2008 as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 3A of the Agreement is amended 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 June 30, 2012, whichever occurs first.
3. The Agreement is amended to add the following provision:
The COUNTY /Contractor shall utilize the United States (U.S.) Department of Homeland Security's E-Verify system, in accordance with terms governing use of the system, to confirm the employment eligibility of:
 - 1) All persons employed by the COUNTY /Contractor during the term of the contract to perform employment duties within Florida; and
 - 2) All persons, including subcontractors, assigned by the COUNTY /Contractor to perform work pursuant to the contract with the DEPARTMENT.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into on June 13, 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. _____ on _____, 20 __, 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: CHAIR
_____ 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:

WLB
BY: *WLB* Ornella A. Fernandez

Contract No: AP-569
Financial Project No(s): 422769-2-58-01
Project Description: Construction and Construction Engineering Inspection Services
for Intersection Improvements on Jog Rd at 45th Street

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Palm Beach County

APPROVED AS TO FORM

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

BY: _____
COUNTY ATTORNEY

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

APPROVED AS TO TERMS AND CONDITIONS

ATTEST:
SHARON R. BOCK

MR
BY: *HBV* Ornelis A. Fernandez

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

THIS Transportation Regional Incentive Program Agreement ("AGREEMENT"), entered into this _____ day of _____, 200____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**DEPARTMENT**," and **PALM BEACH COUNTY**, hereinafter referred to as the "**COUNTY**."

WITNESSETH

WHEREAS, the **DEPARTMENT** is willing to provide the **COUNTY** with financial assistance under Financial Management (FM) No. 422769-2-58-01 **Construction and Construction Engineering Inspection (CEI) Services for Intersection Improvements on Jog Road at 45th Street**. Refer to Exhibit "A", Scope of Services attached hereto and made a part hereof; and

WHEREAS, the purpose of this Agreement, the **Construction and CEI services of Jog Road at 45th Street** hereinafter referred to as the "**PROJECT**," is in accordance with Fla. Stat. §339.2819; and

WHEREAS, the **DEPARTMENT** has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and

WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and

WHEREAS, the **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of Fla. Stat. §339.2819; and

WHEREAS, the Southeast Florida Regional Transportation Council, acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated **Jog Road** as a regional facility.

WHEREAS, the **COUNTY** by Resolution No. _____ dated the _____ day of _____, 200____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

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

2. **SERVICES AND PERFORMANCE**

A) The **PROJECT** consists of: **Intersection Improvements on Jog Road at 45th Street**.

- B) The COUNTY agrees to undertake the design, construction and construction engineering and inspection (CEI) of the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT in writing that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations.
- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with monthly progress reports.
- D) The COUNTY shall not assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	Palm Beach County- Roadway Production
3400 West Commercial Blvd.	2300 N. Jog Road, 3rd Floor West
Fort Lauderdale, FL 33309-3421	West Palm Beach, FL 33411-2745
Attn: Leos A. Kennedy, Jr.	Attn: Holly Knight, P.E.
With a copy to: Arleen Dano	With a copy to: County Attorney
A second copy : District General Counsel	

3. TERM

- A) 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, 2011**, whichever occurs first, or unless terminated earlier in accordance with the terms of paragraph 9.
- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S Director of Transportation Development or Designee's Approval.

4. COMPENSATION AND PAYMENT

- A) The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT FM #422769-2-58-01. The COUNTY agrees to provide one-half (1/2) of the PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.
- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is **TEN MILLION EIGHT HUNDRED ONE THOUSAND ONE HUNDRED NINETY TWO DOLLARS (\$10,801,192.00)**. The estimated COUNTY share for one-half (1/2) the PROJECT cost is **FIVE MILLION FOUR HUNDRED**

THOUSAND FIVE HUNDRED NINETY SIX DOLLARS (\$5,400,596.00). The estimated **DEPARTMENT** share for one-half (1/2) the **PROJECT** cost is **FIVE MILLION FOUR HUNDRED THOUSAND FIVE HUNDRED NINETY SIX DOLLARS (\$5,400,596.00)** which is the maximum participation by the **DEPARTMENT**, for actual costs incurred during the construction and CEI phase. The parties further agree all remaining costs of the **PROJECT** shall be the sole responsibility of the **COUNTY**.

- i) In the event the **COUNTY** proceeds with the construction/construction inspection of the **PROJECT** with its own forces, the **COUNTY** will only be reimbursed for direct costs (this excludes general and administrative overhead).

The CEI services will be provided, when required by specifications [defined as Contractor Quality Control (CQC)], 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.

- ii) All costs charged to the **PROJECT** shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- C) The **COUNTY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
 - D) 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-day time period will not be paid.
 - E) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT** under Section 334.044 (29), Florida Statutes.
 - F) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
 - G) Travel costs will not be reimbursed.
 - H) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
 - I) The **COUNTY** shall submit one invoice (3 copies), plus supporting documentation required by the **DEPARTMENT** to the Project Manager for approval and processing on a monthly basis.

- J) The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) working days to inspect and approve the goods and services. 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 goods or services are received, inspected and approved.
- K) If a payment is not available within Forty (40) days, separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., 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 error 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**.
- L) 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 payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- M) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five 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 **COUNTY** and all subcontractors performing work on the project, and all other records of the **COUNTY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
- N) 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.

5. ROADWAY LEVEL OF SERVICE

- A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the **DEPARTMENT** for the **PROJECT** limits.
- B) The logical termini for level of service purposes are **Okeechobee Blvd/(SR-704) to 45th Street/(CR-702)**.

- C) The COUNTY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180, it will officially adopt the DEPARTMENT'S level of service for the segment of Jog Road between the logical termini specified in (B), above. This will be accomplished through an update to the comprehensive plan within one year.

6. **INDEMNITY AND INSURANCE**

A) **INDEMNITY**

- i) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- ii) 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.

B) **LIABILITY INSURANCE.**

- i) The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2007), as amended. Upon the DEPARTMENT'S request the COUNTY must provide documentation to the DEPARTMENT that shows that the insurance requirements are being met in accordance with the Agreement.

C) **WORKERS' COMPENSATION.**

- i) The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

7. **COMPLIANCE WITH LAWS**

- A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant

such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

- B) The **COUNTY** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The **COUNTY** and the **DEPARTMENT** agree that the **COUNTY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in **§337.274, Florida Statutes**.

8. **AUDITS**

- A) The administration of resources awarded by the **DEPARTMENT** to the **COUNTY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

B) **MONITORING**

- i) 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 the **COUNTY** regarding such audit. The **COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the **DEPARTMENT'S** Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C) **AUDITS**

i) **PART I: FEDERALLY FUNDED**

- (1) 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:
- (2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 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. **EXHIBIT "B"** to this Agreement attached hereto and made a part hereof indicates Federal resources awarded through the **DEPARTMENT** by this Agreement, if applicable. 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.

- (3) 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.
- (4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 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. In the event that the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and 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).
- (5) 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.

ii) **PART II: STATE FUNDED**

- (1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (1), Florida Statutes) are to have audits done annually using the following criteria:
- (2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, 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. **EXHIBIT "B"** indicates state financial assistance awarded through the Department by this agreement, if applicable. 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.
- (3) 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.

- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and 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).
- (5) 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.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) 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.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the 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.

iv) 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:

**Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**

- (2) 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**

(3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(4) 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 the following:

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

(5) 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 the following address:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

(6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

(7) 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

(8) 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 the **DEPARTMENT** at the following address:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

- (9) 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.
- (10) 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.

V) 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, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the **DEPARTMENT**, or its designee, the state 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**.

9. TERMINATION AND DEFAULT

- A) This Agreement may be canceled by either the **COUNTY** or the **DEPARTMENT** upon sixty (60) days written notice.
- B) If the **DEPARTMENT** determines that the performance of the **COUNTY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **COUNTY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the **DEPARTMENT**.
- C) If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **COUNTY**, the **DEPARTMENT** shall notify the **COUNTY** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the **COUNTY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **COUNTY**.

10. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The **DEPARTMENT** shall not be obligated or liable hereunder to any party other than

the COUNTY.

- C) In no event shall the making by the **DEPARTMENT** of any payment to the **COUNTY** constitute or be construed as a waiver by the **DEPARTMENT** of any breach of covenant or any default which may then exist, on the part of the **COUNTY**, and the making of such payment by the **DEPARTMENT** while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the **DEPARTMENT** with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are 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 or conditions contained herein shall be effective unless contained in a written document executed by the **COUNTY** and the **DEPARTMENT**.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the **PROJECT** is completed, accepted in writing by the **DEPARTMENT**, and payment made by the **DEPARTMENT** or terminated in accordance with Paragraph 9 **TERMINATION AND DEFAULT**.
- H) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of PALM BEACH COUNTY or its designee, as authorized by Resolution Number _____, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

PALM BEACH COUNTY, FLORIDA

ATTEST:
SHARON R. BOCK

BY: _____
CLERK & COMPTROLLER (SEAL)

BY: _____

NAME: ADDIE L. GREENE

TITLE: CHAIRPERSON

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

BY: _____
COUNTY ATTORNEY

Mr. [Signature]
BY: *[Signature]*
DIRECTOR, ENGINEERING & PUBLIC WORKS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
EXECUTIVE SECRETARY (SEAL)

BY: _____

INTERM DIRECTOR OF TRANSPORTATION DEVELOPMENT DISTRICT 4

Print Name _____ Date _____

Print Name _____ Date _____

Fla. Dept. of Trans. Legal Review

BY: _____ Date _____

Availability of Funds Approval:

_____ Date _____

EXHIBIT - "A"
SCOPE OF SERVICES

This PROJECT consists of the County performing Construction and Construction Engineering Inspection Services on Jog Road at 45th Street.

The PROJECT includes construction a four/six -lane divided urban arterial from 45th Street to 0.8 Miles North of 45th Street. Roadway Plans also include Signing and Pavement Marking Plans, MSE walls at 45th Street Intersection and Bridge Plans for the SWA Canal crossing.

This project will connect the realigned 45th Street, including the new bridge over the Florida Turnpike, to this segment of Jog Road. The purpose of the connection is to relieve the projected volume of traffic for Haverhill Road and Military Trail. This will be the Phase I of the Jog Road from Roebuck Road to 0.8 Miles North of 45th Street. Phase II is the segment of Jog Road from Roebuck Road to 45th Street Intersection.

EXHIBIT "B"

STATE RESOURCES:

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	55.026 Transportation Regional Incentive Program	\$5,400,596.00

Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit "A" be provided to the recipient.

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 11-02 (Verification of Employment Status)

WHEREAS, Federal law requires employers to employ only individuals eligible to work in the United States; and

WHEREAS, the U.S. Department of Homeland Security's E-Verify system allows employers to quickly verify employee eligibility in an efficient and cost-effective manner;

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:


Section 1. I hereby direct all agencies under the direction of the Governor to verify the employment eligibility of all current and prospective agency employees through the U.S. Department of Homeland Security's E-Verify system.

Section 2. I hereby direct all agencies under the direction of the Governor to include, as a condition of all state contracts, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the state agency.

Section 3. Agencies not under the direction of the Governor are encouraged to verify the employment eligibility of their current and prospective employees utilizing the E-Verify system, and to require contractors to utilize the E-Verify system to verify the employment eligibility of their employees and subcontractors.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, the Capitol, this 4th day of January, 2011.


GOVERNOR

ATTEST:


SECRETARY OF STATE

RESOLUTION NO. R-2011-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE A TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT AMENDMENT NUMBER ONE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING JOG ROAD AT 45TH STREET

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a Transportation Regional Incentive Program (TRIP) grant to help finance improvements to Jog Road at 45th Street (Project); and

WHEREAS, the FDOT has requested that the County enter into a CIGP Agreement outlining the responsibilities of each party with respect to the TRIP for the Project; and

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

WHEREAS, the governor of Florida signed executive order number 11-02, requiring the use of the E-Verify system to confirm employment eligibility of employees; and

WHEREAS, this amendment is necessary to add the E-Verify requirement to the Agreement; and

WHEREAS, the Board of County Commissioners has determined execution of the Transportation Regional Incentive Program 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 the Transportation Regional Incentive Program Agreement Amendment Number One.

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:

Commissioner Karen T. Marcus, Chair	-
Commissioner Shelley Vana, Vice Chair	-
Commissioner Paulette Burdick	-
Commissioner Steven L. Abrams	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2011.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

SHARON BOCK, CLERK AND
COMPTROLLER

By: _____

Assistant County Attorney

By: _____

Deputy Clerk