



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital					
Expenditures					
Operating Costs	\$9,531,438				
External Revenues	(\$4,765,719)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	\$4,765,719				
<b>No. ADDITIONAL FTE POSITIONS (Cumulative)</b>	0				

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1341 Dep't. 542 Unit 5101  
 Object Various Reporting Category \_\_\_\_\_

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

Match expenses will be met from 1340-540-5110/5140.

**C. Departmental Fiscal Review:** John Murphy  
 John Murphy, Finance Manager

**III. REVIEW COMMENTS**

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

[Signature] 1/16/2014  
 OFMB 1/13/14  
 9/63  
 SP 1/16/14

[Signature] 1/10/14  
 Contract Dev. and Control  
 1-9-14 B.W. Beck

**B. Legal Sufficiency:**

[Signature] 1/13/14  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

RESOLUTION NO. R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING SUPPLEMENTAL NUMBER 4 JOINT PARTICIPATION AGREEMENT (JPA-407188-1) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), IN THE AMOUNT OF \$4,765,719 TO PROVIDE FUNDING ASSISTANCE TO OFFSET THE OPERATING COSTS OF PROVIDING TRANSIT SERVICES TO THE PUBLIC; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is authorized to provide funding for a mass transportation project; and

WHEREAS, the cooperative agreement for financial assistance will impose certain obligations upon the recipient, and may include the provision by it of the local share of the project cost; and

WHEREAS, it is required by the Florida Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that the recipient assures that it will comply with Title VI of the Civil Rights Act of 1964 and the Florida Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the recipient that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project and that specific procedures be established and administered to ensure that disadvantaged businesses have the maximum opportunity to participate in contracts for construction, supplies, equipment, or consultation and other services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA:**

1. That the Board of County Commissioners has the authority to amend this Joint Participation Agreement, (referred to herein as "JPA") to increase the amount of the grant to \$45,354,606.

2. That the County Administrator or Executive Director of Palm Tran, Palm Beach County, Florida, is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the project.

3. That the County Administrator or Executive Director of Palm Tran, Palm Beach County, Florida, is authorized to sign, on behalf of the Board of County Commissioners, a time extension(s) to the JPA not to exceed a one (1) year period, as the County and Florida Department of Transportation may require to complete the project



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 04

Financial Project No.: <u>407188-1-84-02</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>750010</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000785153</u>
Contract No.: <u>APU03</u> CFDA Number: <u>N/A</u>	CSFA Number: <u>55.010</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach, FL 33401  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 25<sup>th</sup> day of January, 2010  
entered into a Joint Participation Agreement; and  
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and  
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 22,677,303.00  
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to  
the public. Please see Attachment A for more detailed scope and deliverables.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased  decreased by \$ 9,531,438.00  
bringing the revised total cost of the project to \$ 45,354,606.00

Paragraph 4.00 of said Agreement is  increased  decreased by \$ 4,765,719.00  
bringing the Department's revised total cost of the project to \$ 22,677,303.00

**3.00 Amended Exhibits:**

Exhibit(s) A,B of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 12/31/2014.

**5.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 407188-1-84-02  
Contract No. APU03  
Agreement Date \_\_\_\_\_

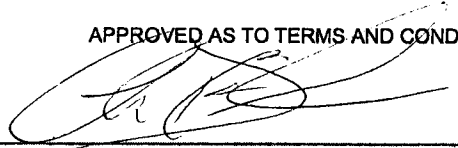
Except as hereby modified, amended or changed, all other terms of said Agreement dated 01/25/2010  
and any subsequent supplements shall remain in full force and effect.

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

AGENCY  
  
Palm Beach County Board of County Commissioners  
AGENCY NAME  
  
SIGNATORY (PRINTED OR TYPED)  
  
SIGNATURE  
  
TITLE

FDOT  
  
See attached Encumbrance Form for date of Funding  
Approval by Comptroller  
  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION  
  
DEPARTMENT OF TRANSPORTATION  
  
Director of Transportation Development  
TITLE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
Palm Beach County Attorney

APPROVED AS TO TERMS AND CONDITIONS  
  
  
\_\_\_\_\_  
Executive Director  
PALM TRAN

**ATTACHMENT "A"  
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach, FL 33401

dated 1/25/2010

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to the public. Please see Attachment A for more detailed scope and deliverables.

		As Approved	As Amended	Net Change
I.	Project Cost	\$35,823,168.00	\$45,354,606.00	\$9,531,438.00
		As Approved	As Amended	Net
II.	Fund	DS/DPTO	DS/DPTO	DS/DPTO
	Department:	\$17,911,584.00	\$22,677,303.00	\$4,765,719.00
	Agency:	\$17,911,584.00	\$22,677,303.00	\$4,765,719.00
	Federal:	\$	\$	\$
<b>Total Project Cost</b>		<b>\$35,823,168.00</b>	<b>\$45,354,606.00</b>	<b>\$9,531,438.00</b>

Comments:



ATTACHMENT "A"

**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. The block grant funds may be used for eligible operating costs of public transit providers including the total costs of administration, management, and operations directly incident to the provision of public bus transit services, but excluding the depreciation or amortization of capital assets. Up to 50% of eligible operating costs can be paid with program funds, or an amount equal to the total revenue, excluding farebox, charter, advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Department is providing these funds as a Grant-In-Aid for the public transit program. The Department does not receive goods or services directly for this funding. The Department is authorized under Florida Statutes to enter into this agreement as specified elsewhere in this agreement.

**Deliverables shall include:**

1. Submit a copy of the National Transit Data Base (Section 5335) report submitted to FTA each year by:
  - a. August 29 for agencies with fiscal years ending in the months of January through June.
  - b. January 30 for fiscal years ending July through September.
  - c. April 30 for fiscal years ending October through December.
2. Submit for approval the performance measures identified in Table A-1 Required Performance Measures for Newspaper Publication of FDOT Procedure 725-030-030 by September 15 of each year, as identified below:
  - a. Passenger Trips
  - b. Revenue Miles
  - c. Total Operating Expense
  - d. Operating Revenue
  - e. Vehicles Operated in Maximum Service
  - f. Base Fare
  - g. Revenue Miles Between Vehicle System Failures
  - h. Days/Hours Service is Available
  - i. Operating Expense per Passenger Trip
3. Submit the publisher's affidavit from a newspaper covering the transit service area that the performance measures identified in Table A-1 Required Performance Measures for Newspaper Publication of FDOT Procedure 725-030-030 were published by November 1 of each year.
4. Submit a copy of the Transit Development Plan (TDP) annual progress report or plan update by September 1 of each year.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Agency must submit quarterly progress reports via TransCIP, the web-based state grant management software, by logging onto [www.transcip.com](http://www.transcip.com), and clicking on the "quarterly update" tab.

Please submit an invoice on the project every three (3) months, please include three (3) hard copies of the back-up and (three) 3 original invoice Summary Sheets. Please refer to your JPA, Sections 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back-up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
N/A	\$ N/A

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET AMENDMENT

BGRV 540 120613\*142  
BGEX 540 120613\*451

FUND 1340 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 12/6/2013	REMAINING BALANCE
<b>REVENUE</b>								
<u>Non Departmental Revenue</u>								
800 5101 8064	Transfer from Grant Fund 1341	5,011,985	5,011,985	10,785		5,022,770		
	<b>Total Receipts &amp; Balances</b>	<u>73,978,900</u>	<u>73,978,900</u>	<u>10,785</u>	<u>0</u>	<u>73,989,685</u>		
<b>EXPENDITURES</b>								
<u>Palm Tran Operations</u>								
540 5140 5214	Diesel	8,820,436	8,820,436	10,785		8,831,221	1,137,264	7,693,957
	<b>Total Appropriations &amp; Expenditures</b>	<u>73,978,900</u>	<u>73,978,900</u>	<u>10,785</u>	<u>0</u>	<u>73,989,685</u>		

**PALM TRAN**

Initiating Department/Division  
Administration/Budget Department Approval  
OFMB Department - Posted

*Handwritten:*  
01/14/14  
OMU 01/14/13  
JW 12/15/13

Signatures

Date

*Handwritten Signature*  
1/2/14

By Board of County Commissioners  
At Meeting of January 14, 2014

Deputy Clerk to the  
Board of County Commissioners



View All 1 of 1 | Future Accounting Period Is not allowed for Document Code (A1474)

PBC Revenue Budget Document(BGRV) Dept: 540 ID: 1206130000000000142 Ver.: 1 Function: New Phase: Draft

Modified by jvoils , 12/06/2013

Revenue Budget		Total Lines: 1						
Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease	Event Type	
2014	1340	800	5101	8064	\$10,785.00	Increase	BG25	
From 1 to 1 Total: 1								

<b>Action:</b> Modify	<b>Budget FY:</b> 2014
<b>Event Type:</b> BG25	<b>Fiscal Year:</b> 2014
<b>Name:</b> [Empty]	<b>Period:</b> 4
<b>Start Date:</b> [Empty]	<b>Fund:</b> 1340
<b>End Date:</b> [Empty]	<b>Department:</b> 800
<b>Dollar Amount:</b> \$10,785.00	<b>Unit:</b> 5101
<b>Increase/Decrease:</b> Increase	<b>Revenue:</b> 8064
	Tr Fr Palm Tran Grants Fd 1341
	<b>Contact:</b> [Empty]
	<b>Contact Name:</b> [Empty]
	<b>Description:</b> FY14 Block Grant - Increase to Award
	<b>House Bill Number:</b> 13-0261

Expense Budget		Total Lines: 1							
Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease	Event Type	
2014	1340	540	54051400A	5140	5214	\$10,785.00	Increase	BG03	 
From 1 to 1 Total: 1									

Expense Budget

<b>Action:</b> Modify	<b>Budget FY:</b> 2014
<b>Event Type:</b> BG03	<b>Fiscal Year:</b> 2014
<b>Name:</b> 	<b>Period:</b> 4
<b>Start Date:</b> 	<b>Fund:</b> 1340
<b>End Date:</b> 	<b>Department:</b> 540
<b>Dollar Amount:</b> \$10,785.00	<b>Appr Unit:</b> 54051400A
<b>Increase/Decrease:</b> Increase	<b>Unit:</b> 5140
	<b>Object:</b> 5214 Diesel Fuel *Sob
	<b>Contact:</b> 
	<b>Contact Name:</b> 
	<b>Description:</b> FY14 Block Grant Increase Award
	<b>House Bill Number:</b> 13-0261

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET AMENDMENT

BGRV 540 120613\*143  
BGEX 540 120613\*452

FUND 1341 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 12/6/2013	REMAINING BALANCE
<b>REVENUE</b>								
<u>Mass Trans Grants - FDOT FY13 Block Grant</u>								
542 5101 3449	State Grant Oth Transportation	4,754,934	4,754,934	10,785		4,765,719		
	<b>Total Receipts &amp; Balances</b>	<b>48,456,628</b>	<b>48,456,628</b>	<b>10,785</b>	<b>0</b>	<b>48,467,413</b>		
<b>EXPENDITURES</b>								
<u>Non Oper Expenditures - FDOT FY13 Block Grant</u>								
820 5101 9063	Transfer to Operating Fund 1340	5,011,985	5,011,985	10,785		5,022,770	0	5,022,770
	<b>Total Appropriations &amp; Expenditures</b>	<b>48,456,628</b>	<b>48,456,628</b>	<b>10,785</b>	<b>0</b>	<b>48,467,413</b>		

**PALM TRAN**

Initiating Department/Division  
Administration/Budget Department Approval  
OFMB Department - Posted

*Handwritten signatures and dates:*  
 [Signature] 12/16  
 [Signature] 12/16/13  
 [Signature] 12/16/13

Signatures

Date

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By Board of County Commissioners  
At Meeting of January 14, 2014

\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT  
Page 4 of 6

ATTACHMENT 3  
Page 5 of 6

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PBC Revenue Budget Document(BGRV) Dept: 540 ID: 120813000000000143 Ver.: 1 Function: New Phase: Draft

Modified by jvolls , 12/06/2013

Revenue Budget Total Lines: 1

Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease	Event Type
2014	1341	542	5101	3449	\$10,785.00	Increase	BG25

From 1 to 1 Total: 1

<b>Action:</b> Modify	<b>Budget FY:</b> 2014
<b>Event Type:</b> BG25	<b>Fiscal Year:</b> 2014
<b>Name:</b>	<b>Period:</b> 4
<b>Start Date:</b>	<b>Fund:</b> 1341
<b>End Date:</b>	<b>Department:</b> 542
<b>Dollar Amount:</b> \$10,785.00	<b>Unit:</b> 5101
<b>Increase/Decrease:</b> Increase	<b>Revenue:</b> 3449
	State Grnt Oth Transportation
	<b>Contact:</b>
	<b>Contact Name:</b>
	<b>Description:</b> FY14 Block Grant - Increase Award
	<b>House Bill Number:</b> 13-0260

View All 1 of 1 | Future Accounting Period is not allowed for Document Code (A1474)

PBC Expense Budget Document(BGEX) Dept: 540 ID: 1208130000000000452 Ver.: 1 Function: New Phase: Draft Modified by jvolls , 12/06/2013

Expense Budget		Total Lines: 1								
Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease	Event Type		
2014	1341	820	8205101NA	5101	9063	\$10,785.00	Increase	BG03		
From 1 to 1 Total: 1										

Expense Budget

<b>Action:</b> Modify	<b>Budget FY:</b> 2014
<b>Event Type:</b> BG03	<b>Fiscal Year:</b> 2014
<b>Name:</b> [Empty]	<b>Period:</b> 4
<b>Start Date:</b> [Empty]	<b>Fund:</b> 1341
<b>End Date:</b> [Empty]	<b>Department:</b> 820
<b>Dollar Amount:</b> \$10,785.00	<b>Appr Unit:</b> 8205101NA
<b>Increase/Decrease:</b> Increase	<b>Unit:</b> 5101
	<b>Object:</b> 9063 Tr To Palm Tran Operations Fd 1340
	<b>Contact:</b> [Empty]
	<b>Contact Name:</b> [Empty]
	<b>Description:</b> FY14 Block Grant - Adjust to Award
	<b>House Bill Number:</b> 13-0280



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

725-030-06  
PUBLIC TRANSPORTATION  
06/07

R2010-0285  
FEB 23 2010

Financial Project No.: <u>407188-1-84-02</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DPTO</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>APX3</u>	Function: <u>680</u>	FLAIR Obj.: <u>750010</u>
CFDA Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000785153</u>
	CSFA Number: <u>55010</u>	

THIS AGREEMENT, made and entered into this 25 day of January, 2010

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and Palm Beach County Board of County Commissioners

302 North Olive Avenue, West Palm Beach, FL 33401

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2014 and this Agreement will expire unless a time extension is provided

in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

341.052,  
Florida Statutes, to enter into this Agreement.

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to the public.

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof of this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 8,605,508.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof of this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 4,302,754.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage  is  is not applicable. If applicable, 0 percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

**6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

**7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (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, and/or other procedures. The Agency 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 Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

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**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

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. Exhibit "D" to 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.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from 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:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

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. Exhibit "D" to 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)(e), Florida Statutes, and Chapter 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 the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate 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

1. The Agency 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 Department, the Department 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.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to 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.

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, 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:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

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, and any management letters issued by the auditor, to the Department at each of the following addresses:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

3. Copies of financial reporting packages required by Section 7.62 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:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

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- 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 Section 7.62 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:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

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, Section 215.97, Florida Statutes, and Chapter 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 Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency 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 CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the 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.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in Internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

**8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard, Fort Lauderdale, FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.**

**8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.**

**8.13 For real property acquired, submit;**

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;

or

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

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

**12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.



**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**12.31 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

**12.32 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

**13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

~~The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.~~

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

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

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

725-030-08  
PUBLIC TRANSPORTATION  
05/07

R2010-0285  
FEB 23 2010

Financial Project No.: 407188-1-84-02 <small>(item-segment-phase-sequence)</small>	Fund: DPTO Function: 680 Federal No.: N/A DUNS No.: 80-939-7102	FLAIR Approp.: 088774 FLAIR Obj.: 750010 Org. Code: 55042010429 Vendor No.: VF596000785153
Contract No.: <u>APUS 3</u> CFDA Number: <u>N/A</u>	CSFA Number: 55010	

THIS AGREEMENT, made and entered into this 25 day of January, 2010,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach, FL 33401

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed  
on or before 12/31/2014 and this Agreement will expire unless a time extension is provided  
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter  
described,  
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including  
the implementation of an integrated and balanced transportation system and is authorized under

341.052,  
Florida Statutes, to enter into this Agreement.

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to  
the public.

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part  
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the  
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the  
project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 8,605,508.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 4,302,754.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage  is  is not applicable. If applicable, 0 percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

**6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

**7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (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, and/or other procedures. The Agency 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 Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

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. Exhibit "D" to 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.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from 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:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

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. Exhibit "D" to 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)(e), Florida Statutes, and Chapter 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 the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate 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

1. The Agency 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 Department, the Department 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.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to 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.

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, 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:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

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, and any management letters issued by the auditor, to the Department at each of the following addresses:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421



3. Copies of financial reporting packages required by Section 7.62 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:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

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- 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 Section 7.62 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:

3400 West Commercial Boulevard,  
Fort Lauderdale, FL 33309-3421

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, Section 215.97, Florida Statutes, and Chapter 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 Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency 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 CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the 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.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

**8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard, Fort Lauderdale, FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11 Invoices** for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12 Invoices** for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

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

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

**12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**12.31 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

**12.32 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

**13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

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~~The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.~~

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

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

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before 12/31/2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. 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 Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who 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.



Financial Project No. 407188-1-84-02

Contract No. APU03

Agreement Date 01/25/2010

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

AGENCY

R2010-0285  
FEB 23 2010

FDOT

Palm Beach County Board of County Commissioners

AGENCY NAME

Burt Aaronsen

See attached Encumbrance Form for date of Funding Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

Chair

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

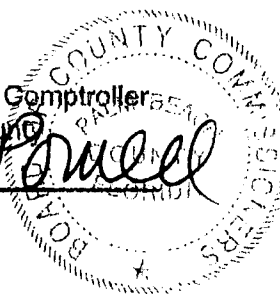
DEPARTMENT OF TRANSPORTATION  
District Director of Transportation Development

TITLE

TITLE

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By Tracy Powell  
Deputy Clerk



JAN 25 2010

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

Palm Beach County Attorney

Executive Director  
PALM TRAN

Financial Project No. 407188-1-84-02

Contract No. APU03

Agreement Date 01/25/2010

**EXHIBIT "A"**

**PROJECTS DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,  
Department of Transportation and Palm Beach County  
302 North Olive Avenue, West Palm Beach, FL 33401  
referenced by the above Financial Project Number.

**PROJECT LOCATION:**

Palm Beach County

**PROJECT DESCRIPTION:**

The purpose of this agreement is to provide funding assistance to Palm Beach County to offset the operating costs of providing public transportation services in the county.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

N/A

Financial Project No. 407188-1-84-02

Contract No.

APU03

Agreement Date

01/25/2010

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Palm Beach County

302 North Olive Avenue, West Palm Beach, FL 33401

referenced by the above Financial Project Number.

I.	PROJECT COST:								\$8,605,508
<hr/>									
	TOTAL PROJECT COST:								\$8,605,508
II.	PARTICIPATION:								
	Maximum Federal Participation								
		( 0 %)	or	\$	0.00				
	Agency Participation								
	In-Kind	( 0 %)	or	\$	0.00				
	Cash	( 50 %)	or	\$	4,302,754				
	Other	( 0 %)	or	\$	0.00				
	Maximum Department Participation,								
	Primary								
	DPTO/DDR	( 50 %)	or	\$	4,302,754				
	Federal Reimbursable	( 0 %)	or	\$	0				
	Local Reimbursable LF	( 0 %)	or	\$	0				
<hr/>									
	TOTAL PROJECT COST:								\$8,605,508

In accordance with the requirements of Section 129.07, F.S., the Agency's approval of this Agreement, its performance and obligations thereunder, and the Agreement's duration are subject to and contingent upon an annual budgetary appropriation by Agency's Board of County Commissioners for the purposes of this Agreement.

Financial Project No. 407188-1-84-02

Contract No. APU03

Agreement Date 01/25/2010

**EXHIBIT "C"**  
**(For State Block Only)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Palm Beach County

302 North Olive Avenue, West Palm Beach, FL 33401

referenced by the above Financial Project Number.

REF: Section 341.052 F.S.

The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, excluding any depreciation or amortization of capital assets.

Block grant funds shall not exceed local revenue during the term of this agreement.

(Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.)

Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.

State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

**EXHIBIT "C"**  
**(For State Block Only)**

The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.

The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year. As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to FS 341.071 (2).

A TDP shall conform to the requirements in Rule 14-73, available at: <http://fac.dos.state.fl.us/faconline/chapter14.pdf>.

**Mark the required Safety submittal or provisions for this agreement if applicable.**

**Safety Requirements**

- Bus Transit System** - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.
- Fixed Guideway Transportation System** - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014.
- Fixed Guideway Transportation System** - (This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment.) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.

EXHIBIT D

Financial Project Number: 407188-1-84-02  
Contract Number: ADU83  
Agreement Date: 01/25/2010

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 Federal or 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:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

**FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
---------------------	---	---------------

Florida Department of Transportation	55.010	\$4,302,754
--------------------------------------	--------	-------------

Compliance Requirements

1. Funding is limited to public transit providers eligible to receive funding from the Federal Transit Administration's Section 5307 and 5311 programs, and to Community Transportation Coordinators. Projects must be consistent with applicable approved local government comprehensive plans. (725-030-004 entitled "Section 5311 Program")
2. To provide a stable and flexible source of funding for public transit
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

EXHIBIT D

Compliance Requirements

- 1.
- 2.
- 3.

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**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 this exhibit be provided to the recipient.**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07  
PUBLIC TRANSPORTATION  
04/07  
Page 1 of 3

Number 01

Financial Project No.: <u>407188-1-84-02</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>680</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>750010</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000785153</u>
Contract No.: <u>APU03</u> CFDA Number: <u>N/A</u>	CSFA Number: <u>55.010</u>	

R2011-0327

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of January, 2011  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach, FL 33401  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 25<sup>th</sup> day of January, 2010  
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 8,701,069.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to  
the public. Please see Attachment A for more detailed scope and deliverables.



**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased  decreased by \$ 8,796,630.00  
bringing the revised total cost of the project to \$ 17,402,138.00

Paragraph 4.00 of said Agreement is  increased  decreased by \$ 4,398,315.00  
bringing the Department's revised total cost of the project to \$ 8,701,069.00

**3.00 Amended Exhibits:**

Exhibit(s) A of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 12/31/2014

Financial Project No. 407188-1-84-02

Contract No. APU03

Agreement Date 01/28/2011

Except as hereby modified, amended or changed, all other terms of said Agreement dated 01/28/2011 and any subsequent supplements shall remain in full force and effect.

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

AGENCY R2011-0327

FDOT

Palm Beach County Board of County Commissioners

AGENCY NAME

**Karon T. Marcus**

See attached Encumbrance Form for date of Funding Approval by Comptroller 1/28/11

*Linnell C. Gray*

SIGNATORY (PRINTED OR TYPED)

*Shelley Vana*

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

*Gary O'Reilly*

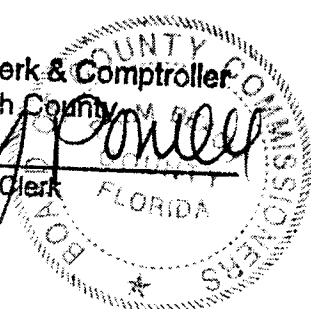
SIGNATURE **Shelley Vana Vice Chair**  
**Chair**

DEPARTMENT OF TRANSPORTATION  
Director of Transportation Development

TITLE

TITLE

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By *Mary Powell*  
Deputy Clerk  


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

*[Signature]*

Palm Beach County Attorney

*[Signature]*

Executive Director  
PALM TRAN

Financial Project No: 407188-1-84-02

Contract: APU03

Agreement Date: 01/28/2011

**ATTACHMENT A  
PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County Board of County Commissioners, 3201 Electronics Way, West Palm Beach, FL 33407 referenced by the above Financial Project Number.

**PROJECT LOCATION:**  
Palm Beach County, Florida

**PROJECT DESCRIPTION:**  
Block Grant operating assistance to Palm Beach County to provide public transit services.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. The block grant funds may be used for eligible operating costs of public transit providers including the total costs of administration, management, and operations directly incident to the provision of public bus transit services, but excluding the depreciation or amortization of capital assets. Up to 50% of eligible operating costs can be paid with program funds, or an amount equal to the total revenue, excluding farebox, charter, advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Department is providing these funds as a Grant-In-Aid for the public transit program. The Department does not receive goods or services directly for this funding. The Department is authorized under Florida Statutes to enter into this agreement as specified elsewhere in this agreement.

## ATTACHMENT A CONTINUED

Deliverables shall include:

1. Submit a copy of the National Transit Data Base (Section 5335) report submitted to FTA each year by:
  - a. August 29 for agencies with fiscal years ending in the months of January through June.
  - b. January 30 for fiscal years ending July through September.
  - c. April 30 for fiscal years ending October through December.
2. Submit for approval the performance measures identified in **Table A-1 Required Performance Measures for Newspaper Publication of FDOT Procedure 725-030-030** by September 15 of each year, as identified below:
  - a. Passenger Trips
  - b. Revenue Miles
  - c. Total Operating Expense
  - d. Operating Revenue
  - e. Vehicles Operated in Maximum Service
  - f. Base Fare
  - g. Revenue Miles Between Vehicle System Failures
  - h. Days/Hours Service is Available
  - i. Operating Expense per Passenger Trip
3. Submit the publisher's affidavit from a newspaper covering the transit service area that the performance measures identified in **Table A-1 Required Performance Measures for Newspaper Publication of FDOT Procedure 725-030-030** were published by November 1 of each year.
4. Submit a copy of the Transit Development Plan (TDP) annual progress report or plan update by September 1 of each year.

### SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Agency must submit quarterly progress reports via TransCIP, the web-based state grant management software, by logging onto [www.transcip.com](http://www.transcip.com), and clicking on the "quarterly update" tab.

Please submit an invoice on the project every three (3) months, please include three (3) hard copies of the back-up and (three) 3 original Invoice Summary Sheets. Please refer to your JPA, Sections 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back-up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

The Agency 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; all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

**ATTACHMENT A CONTINUED**

**BUDGET MODIFICATION**

	As Approved	As Amended	Net Change
Project Cost	\$8,605,508.00	\$17,402,138.00	\$8,796,630.00
	As Approved	As Amended	Net
Fund	\$DPTO/LF	\$DPTO/LF	\$DPTO/LF
Department:	\$4,302,754.00	\$8,701,069.00	\$4,398,315.00
Agency:	\$4,302,754.00	\$8,701,069.00	\$4,398,315.00
<hr/>			
Total Project Cost	\$8,605,508.00	\$17,402,138.00	\$8,796,630.00



**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

**ANANTH PRASAD, P.E.  
SECRETARY**

April 25, 2011

Ms. Claudia Salazar  
Palm Tran  
3201 Electronics Way  
West Palm Beach, Florida 33407

**Subject:        FM No.:            407188-1-84-02**  
**Contract No.:        APU03**  
**County:                Palm Beach**  
**Description:            Public transit block grant for operating**

Dear Claudia:

Enclosed for your use is one (1) executed original of the Supplemental Joint Participation Agreement (SJPA) #1 for the above referenced project.

Please upload your updated budget with your approved funding amounts before your first invoice. For your convenience, this SJPA has been uploaded into TransCIP as a PDF. Please remember that quarterly reports are to be filled out using TransCIP. The expiration of this agreement is December 31, 2014. Please make note of deliverables within SJPA agreement. The associated deliverables should be reported for FY 2011 in order to receive FY 2012 funding.

Please do not hesitate to contact me should you have any questions, (954) 777-4491.

Sincerely,

Jaclyn N. Meli, LEED AP  
Transit Grants Coordinator  
Office of Modal Development

Enclosures

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
Number 02

725-030-07  
PUBLIC TRANSPORTATION  
6/11  
Page 1 of 3

Financial Project No.: <u>407188-1-84-02</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>APU03</u>	Function: <u>680</u>	FLAIR Obj.: <u>750010</u>
CFDA Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000785153</u>
	CSFA Number: <u>55.010</u>	

R20120759

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of February 2012  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach, FL 33401  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 25<sup>th</sup> day of January, 2010  
entered into a Joint Participation Agreement; and  
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and  
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 13,156,650.00  
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

1.00 Project Description: The project description is amended

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to  
the public. Please see Attachment A for more detailed scope and deliverables.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased  decreased by \$ 8,911,162.00  
bringing the revised total cost of the project to \$ 26,313,300.00

Paragraph 4.00 of said Agreement is  increased  decreased by \$ 4,455,581.00  
bringing the Department's revised total cost of the project to \$ 13,156,650.00

**3.00 Amended Exhibits:**

Exhibit(s) A of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 12/31/2014.

**5.00 E-Verify:**

**Vendors/Contractors:**

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.



Financial Project No. 407188-1-84-02

Contract No. APU03

Agreement Date 2/10/12

Except as hereby modified, amended or changed, all other terms of said Agreement dated 01/25/2010  
and any subsequent supplements shall remain in full force and effect.

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

R20120759

AGENCY

MAY 15 2012

FDOT

Palm Beach County Board of County Commissioners

AGENCY NAME

Shelley Vana

SIGNATORY (PRINTED OR TYPED)

*Shelley Vana*

SIGNATURE

Chair

TITLE

See attached Encumbrance Form for date of Funding  
Approval by Comptroller 2/10/12

*L. Annia C. Prange*

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

*[Signature]*

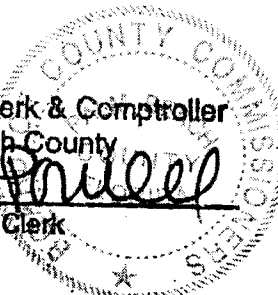
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By *[Signature]*  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*[Signature]*

Palm Beach County Attorney

APPROVED AS TO TERMS AND CONDITIONS

*[Signature]*

Executive Director  
PALM TRAN

Financial Project No. 407188-1-84-02

Contract No. APU 03

Agreement Date 2/10/12

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County Board of County Commissioners

302 North Olive Avenue, West Palm Beach, FL 33401

dated \_\_\_\_\_

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to the public. Please see Attachment A for more detailed scope and deliverables.

	As Approved	As Amended	Net Change
I. Project Cost	\$17,402,138.00	\$26,313,300.00	\$8,911,162.00
II. Fund	As Approved	As Amended	Net
	DPTO/LF	DPTO/LF	DPTO/LF
Department:	\$8,701,069.00	\$13,156,650.00	\$4,455,581.00
Agency:	\$8,701,069.00	\$13,156,650.00	\$4,455,581.00
Federal:	\$	\$	\$
<b>Total Project Cost</b>	<b>\$17,402,138.00</b>	<b>\$26,313,300.00</b>	<b>\$8,911,162.00</b>

Comments:

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. The block grant funds may be used for eligible operating costs of public transit providers including the total costs of administration, management, and operations directly incident to the provision of public bus transit services, but excluding the depreciation or amortization of capital assets. Up to 50% of eligible operating costs can be paid with program funds, or an amount equal to the total revenue, excluding farebox, charter, advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Department is providing these funds as a Grant-In-Aid for the public transit program. The Department does not receive goods or services directly for this funding. The Department is authorized under Florida Statutes to enter into this agreement as specified elsewhere in this agreement.

Deliverables shall include:

1. Submit a copy of the National Transit Data Base (Section 5335) report submitted to FTA each year by:
  - a. August 29 for agencies with fiscal years ending in the months of January through June.
  - b. January 30 for fiscal years ending July through September.
  - c. April 30 for fiscal years ending October through December.
  
2. Submit for approval the performance measures identified in Table A-1 Required Performance Measures for Newspaper Publication of FDOT Procedure 725-030-030 by September 15 of each year, as identified below:
  - a. Passenger Trips
  - b. Revenue Miles
  - c. Total Operating Expense
  - d. Operating Revenue
  - e. Vehicles Operated in Maximum Service
  - f. Base Fare
  - g. Revenue Miles Between Vehicle System Failures
  - h. Days/Hours Service is Available
  - i. Operating Expense per Passenger Trip
  
3. Submit the publisher's affidavit from a newspaper covering the transit service area that the performance measures identified in Table A-1 Required Performance Measures for Newspaper Publication of FDOT Procedure 725-030-030 were published by November 1 of each year.
  
4. Submit a copy of the Transit Development Plan (TDP) annual progress report or plan update by September 1 of each year.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Agency must submit quarterly progress reports via TransCIP, the web-based state grant management software, by logging onto [www.transcip.com](http://www.transcip.com), and clicking on the "quarterly update" tab.

Please submit an invoice on the project every three (3) months, please include three (3) hard copies of the back-up and (three) 3-original Invoice Summary Sheets. Please refer to your JPA, Sections 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back-up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2010	\$4,302,754.00
2011	\$4,398,315.00
2012	\$4,455,581.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07  
PUBLIC TRANSPORTATION  
6/11  
Page 1 of 3

Number 03

Financial Project No.: <u>407188-1-84-02</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>APU03</u>	Function: <u>680</u>	FLAIR Obj.: <u>750010</u>
CFDA Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000785153</u>
	CSFA Number: <u>55.010</u>	

R 2012 1924

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of February, 2013  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach, FL 33401  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 25<sup>th</sup> day of January, 2010  
entered into a Joint Participation Agreement; and  
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and  
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 17,911,584.00  
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

1.00 Project Description: The project description is amended

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to  
the public. Please see Attachment A for more detailed scope and deliverables.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased  decreased by \$ 9,509,868.00  
bringing the revised total cost of the project to \$ 35,823,168.00

Paragraph 4.00 of said Agreement is  increased  decreased by \$ 4,754,934.00  
bringing the Department's revised total cost of the project to \$ 17,911,584.00

**3.00 Amended Exhibits:**

Exhibit(s) A of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 12/31/2014

**5.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 407188-1-84-02

Contract No. APU03

Agreement Date 02/01/2013

Except as hereby modified, amended or changed, all other terms of said Agreement dated 01/25/2010  
and any subsequent supplements shall remain in full force and effect.

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

R2012 1924

AGENCY

DEC 18 2012

FDOT

Palm Beach County Board of County Commissioners

AGENCY NAME

See attached Encumbrance Form for date of Funding  
Approval by Comptroller 2-1-13

Steven L. Abrams

SIGNATORY (PRINTED OR TYPED)

Laurie C. Meyer

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

[Signature]

SIGNATURE

[Signature]

DEPARTMENT OF TRANSPORTATION

Chair

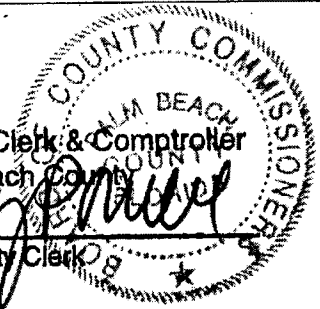
Director of Transportation Development

TITLE

TITLE

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By [Signature]  
Deputy Clerk



FEB 1 2013

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

[Signature]  
Palm Beach County Attorney

[Signature]  
Executive Director  
PALM TRAN

Financial Project No. 407188-1-84-02

Contract No. APU 03

Agreement Date 02/01/2013

**ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County Board of County Commissioners  
302 North Olive Avenue, West Palm Beach, FL 33401

dated \_\_\_\_\_

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide funding assistance to Palm Beach County to offset the operating costs of providing transit services to the public. Please see Attachment A for more detailed scope and deliverables.

	As Approved	As Amended	Net Change
I. Project Cost	\$26,313,300.00	\$35,823,168.00	\$9,509,868.00
II. Fund	As Approved	As Amended	Net
	DDR / DPTO	DDR / DPTO	DDR / DPTO
Department:	\$13,156,650.00	\$17,911,584.00	\$4,754,934.00
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<b>Total Project Cost</b>	<b>\$26,313,300.00</b>	<b>\$35,823,168.00</b>	<b>\$9,509,868.00</b>

Comments:



## ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

### SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

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  - d. Operating Revenue
  - e. Vehicles Operated in Maximum Service
  - f. Base Fare
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The Agency must submit quarterly progress reports via TransCIP, the web-based state grant management software, by logging onto [www.transcip.com](http://www.transcip.com), and clicking on the "quarterly update" tab.

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**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

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2013	\$4,754,934.00



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

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

Is Item Included in Current Budget? Yes \_\_\_ No \_\_\_

Budget Account No.: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Object \_\_\_

Reporting Category \_\_\_

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*Net fiscal impact.*  
*OFMB 10/23/10*  
*10/23/10*  
*10/23/10*  
 \_\_\_\_\_  
 Contract Development and Control

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**Summary:** This ordinance would schedule a referendum at the November 2, 2010, General Election on an amendment to the Palm Beach County Charter requiring the County to establish by ordinance a Code of Ethics, a Commission on Ethics and an Independent Inspector General. The Charter amendment and implementing ordinances would apply to Palm Beach County and all municipalities approving the referendum. The Commission on Ethics would be funded by Palm Beach County. The Inspector General would be funded by the county and all other governmental entities subject to the authority of the Inspector General. Countywide (RPB)

**Background and Policy Issues:** In December 2009, the Board of County Commissioners adopted ordinances establishing the Code of Ethics, the Commission on Ethics and the Office of Inspector General. In the Status Report of the Grand Jury Regarding Palm Beach County Governance and Public Corruption Issues, dated April 9, 2010, the Grand Jury recommended that the Board of County Commissioners expand the jurisdiction of the Commission on Ethics and Inspector General by charter amendment. The charter amendment proposed here places local ethics regulation in the Palm Beach County Charter, provides a process for developing the ordinances implementing the charter amendment with municipal input, and requires that the Inspector General be funded by all jurisdictions subject to the authority of the Inspector General at minimum in an amount equal to one quarter of one percent of contracts of all governmental entities subject to the authority of the Inspector General. The charter amendment provides a review process which includes municipal input for ethics ordinance amendments and a method to modify the amount of the inspector general fee.

ORDINANCE NO. 2010-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING CHARTER OF PALM BEACH COUNTY, FLORIDA; PERTAINING TO ETHICS REGULATION, THE ESTABLISHMENT OF A COUNTY CODE OF ETHICS, AN INDEPENDENT COMMISSION ON ETHICS, AND AN INDEPENDENT OFFICE OF INSPECTOR GENERAL; PROVIDING FOR CHARTER AMENDMENT LANGUAGE; PROVIDING FOR REFERENDUM AND BALLOT LANGUAGE; PROVIDING FOR FORM OF NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 1(c), Article VIII of the Constitution of the State of Florida provides that by general law a county government may be established by charter; and

**WHEREAS**, the voters of Palm Beach County adopted the Charter of Palm Beach County on November 6, 1984, effective January 1, 1985; and

**WHEREAS**, the Charter of Palm Beach County provides that the Board of County Commissioners may propose a charter amendment by ordinance subject to voter approval; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County has determined it is in the best interest of the citizenry of the County and will promote confidence in government to place a charter amendment on the ballot which will require the County to adopt by ordinance an independently appointed County Commission on Ethics adequately funded by the County Commission and an independently selected Office of Inspector General adequately funded by the County Commission and other governmental entities subject to the authority of the Inspector General; and

WHEREAS, passage of this Ordinance will allow the residents of Palm Beach County to vote on the proposed charter amendment at the general election held on November 2, 2010.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

**PART 1. AMENDMENT OF CHARTER**

Subject to the approval of the electorate as required by the Constitution and Laws of Florida, the Charter of Palm Beach County shall be amended by adding a new subparagraph (6) to Sec. 1.3. Scope of County Ordinances; Conflict with Municipal Ordinances; by amending Sec. 3.2. Prevention of Conflict of Interest; and by adding Article VIII, Ethics Regulation, Sec. 8.1 County Code of Ethics, Sec. 8.2 Commission on Ethics, Sec. 8.3 Inspector General, and Sec. 8.4 Ordinance Preparation, Adoption and Amendment, as follows:

**Sec. 1.3. Scope of County Ordinances; Conflict with Municipal Ordinances.**

Municipal ordinances shall prevail over county ordinances to the extent of any conflict, regardless of the time of passage of the municipal ordinances, except that the county ordinances shall prevail over conflicting municipal ordinances:

\* \* \*

(6) In matters related to the Ethics Regulation in accordance with Article VIII of this Charter: The Palm Beach County Code of Ethics, Palm Beach County Commission on Ethics and the Office of Inspector General in municipalities where the charter amendment is approved by a majority of voters in that municipality voting in the referendum as set forth in Sec. 6.3 of this Charter.

**Sec. 3.2. Prevention of conflict of interest.**

The Board of County Commissioners shall take whatever action is necessary on behalf of its residents to ensure that the County government's appointed officials, elected officials and employees abide by the code of ethics as set out in state law and the ethics regulations adopted by the Board of County Commissioners.

**ARTICLE VIII. ETHICS REGULATION**

**Sec. 8.1. County Code of Ethics.**

The County shall, by ordinance, adopt a Palm Beach County Code of Ethics, which shall be at least as stringent as Chapter 112, Part III, Florida Statutes, the Code of Ethics for Public Officers and Employees. The ordinance shall be prepared, adopted, and amended pursuant to the procedures in Section 8.4 below.

**Sec. 8.2 Commission on Ethics.**

The County shall, by ordinance, establish an independent Commission on Ethics, comprised of a minimum of five members not appointed by or subject to removal by the County Commission or by any other entity subject to the jurisdiction of the Commission on Ethics, with the authority to review, interpret, render advisory opinions and to enforce the Palm Beach County Code of Ethics, and to provide ethics training to local governments, citizen groups and the general public of Palm Beach County. The ordinance shall be prepared, adopted, and amended pursuant to the procedures in Section 8.4 below. The Commission on Ethics shall be adequately funded by the County Commission and all other governmental entities that elect to be subject to the authority of the Commission on Ethics pursuant to interlocal agreement.



**Sec. 8.3. Inspector General.**

The County shall, by ordinance, establish an Office of Inspector General to provide independent oversight of publicly funded transactions, projects, and other local government operations. The ordinance shall be prepared, adopted, and amended pursuant to the procedures in Section 8.4 below. The ordinance shall provide that the Inspector General shall be selected by a Selection Committee, comprised of the Commission on Ethics, the State Attorney or designee, and the Public Defender or designee. The ordinance shall further provide that the Inspector General shall serve a fixed term, and prior to completion of that term, may be removed only for cause and pursuant to a procedure requiring, at a minimum, supermajority votes at duly noticed public hearings of the Board of County Commissioners and the Selection Committee. The Office of Inspector General shall be funded at minimum in an amount equal to one quarter of one percent of contracts of the County and all other governmental entities subject to the authority of the Inspector General as determined by ordinance implementing this Section. This ordinance may also provide that the minimum one quarter of one percent amount shall be adjusted by ordinance of the Board of County Commissioners upon written request of 75% of the entities, other than Palm Beach County, subject to the authority of the Inspector General. The Board of County Commissioners may reject such request to adjust the amount by supermajority vote. No adjustment shall occur if such adjustment results in the Office of the Inspector General not being adequately funded.

**Sec. 8.4. Ordinance Preparation, Adoption, and Amendment.**

Ordinances providing for implementation and funding of Article 8, Ethics Regulation, of the Palm Beach County Charter shall be prepared, adopted, and amended in the following manner:

(a) The Board of County Commissioners has adopted ordinances establishing and providing for the funding, authority and powers of the Palm Beach County Commission on Ethics and the Office of Inspector General (the "Existing Ordinances"). The drafting committee described below shall develop the ordinances enabling this Charter Amendment by beginning with the Existing Ordinances and making those changes necessary to conform the Existing Ordinances to the requirements of this Charter Amendment and proposing other such changes deemed necessary and proper by the drafting committee.

(b) Each ordinance shall be developed by a drafting committee consisting of two representatives appointed by the Board of County Commissioners; two representatives appointed by the Palm Beach County League of Cities, Inc. (the "League") or any successor entity to the League; the County Attorney or his or her designee; and the General Counsel for the League or his or her designee. In addition, the committee will include the Executive Director of the Palm Beach County Commission on Ethics for matters pertaining to the Code of Ethics and Commission on Ethics Ordinances, and will include the Inspector General for matters pertaining to the Inspector General Ordinance ("the Initial Ordinance Drafting Committee"). The Initial Ordinance Drafting Committee may by majority vote agree to add up to three additional members representing other governmental entities that are subject to the regulation of the Inspector General, the Commission on Ethics, or both.

(c) The Board of County Commissioners may adopt any ordinance recommended by the Initial Ordinance Drafting Committee (the "Recommended Ordinance") by an affirmative vote of four members of the Board. If the Board of County Commissioners desires to change any Recommended Ordinance, the Board shall refer all proposed changes to the Initial Ordinance Drafting Committee, which shall either modify the Recommended Ordinance to include a proposed change or recommend that a proposed change not be adopted. Adoption of any change to a Recommended Ordinance requires an affirmative vote of five members of the Board. If the Initial Ordinance Drafting Committee fails to submit the Recommended Ordinance to the Board of County Commissioners within 90 days of effective date of this charter amendment or fails to take action on a proposed change within 30 days of receipt of such change from the Board, the Board of County Commissioners may take action to adopt the ordinance by an affirmative vote of four members.

(d) Amendments to any of the ordinances adopted pursuant to Section 8 of the Charter may be proposed by the Board of County Commissioners, the League, the Ethics Commission, the Inspector General, or the Executive Director of the Commission on Ethics. All proposed amendments must be reviewed by a committee with the same make-up as the Initial Ordinance Drafting Committee (the "Review Committee"). The Review Committee's recommendation shall be forwarded to the Board of County Commissioners. Any change recommended by the Review Committee may be adopted by an affirmative vote of four members of the Board of County Commissioners. Adoption of any change not recommended by the Review Committee requires an affirmative vote of five members of the Board of County Commissioners. If the Review Committee fails to submit an ordinance amendment to the Board of County Commissioners within 90 days after referral of an amendment from one of the above parties,

the Board of County Commissioners may adopt the amendment by an affirmative vote of four members of the Board.

**PART 2. REFERENDUM AND BALLOT LANGUAGE**

On November 2, 2010, a general election is to be held, and in accordance with the requirements of the Constitution and Laws of Florida, the following question shall be placed on the ballot by the Supervisor of Elections:

**REQUIRING COUNTY CODE OF ETHICS, INDEPENDENT ETHICS COMMISSION AND INDEPENDENT INSPECTOR GENERAL**

Shall the Palm Beach County Charter be amended to require the Board of County Commissioners to establish by ordinances applicable to Palm Beach County and all municipalities approving this amendment: a Code of Ethics, an independent Commission on Ethics funded by the County Commission, and an independent Inspector General funded by the County Commission and all other governmental entities subject to the authority of the Inspector General?

YES \_\_\_\_\_

NO \_\_\_\_\_

**PART 3. FORM OF NOTICE**

The form of notice of the election by which this Charter shall be submitted to a referendum shall contain the complete text of Parts 1 and 2 of this Ordinance.

**PART 4. SEVERABILITY**

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a Court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

**PART 5. INCLUSION IN THE CHARTER**

In the event this proposed amendment is approved by referendum, Part 1 of this Ordinance shall become and be made a part of the Home Rule Charter of Palm Beach County, Florida. The Articles or Sections of this Charter Amendment Ordinance may be renumbered or relettered to accomplish such, and the word "amendment" may be changed to "section," "article," or any other appropriate word.

**PART 6. EFFECTIVE DATE**

This Ordinance shall become law on January 1, 2011, if approved by a majority of those electors voting on the matter.

APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach County, Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA,  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

Filed with the Department of State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.