

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>20,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(20,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Reporting Category _____

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

Funding sources are a grant from FDOT (\$20,000).

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Sherry M
 OFMB
 8/13

Ar. J. Jacobson 8/15/15
 Contract Dev. and Control
 B Wheeler 8-4-15

B. Legal Sufficiency:

Paul F. F. 8/6/15
 Assistant County Attorney

C. Other Department Review:

S. T. White
 Department Director

15- 1014

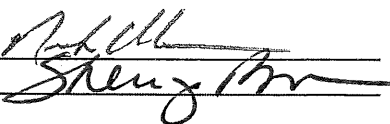
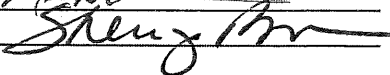
BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT

BGRV 072815*575
 BGEX 072815*1571

1360 Metropolitan Planning Organization

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 7/28/15	REMAINING BALANCE
<u>REVENUES</u>								
560-5680-3149	Fed Grant Other Transportation	0	0	20,000	0	20,000		
	Total	<u>4,899,704</u>	<u>4,060,499</u>	<u>20,000</u>	<u>0</u>	<u>4,080,499</u>		
<u>EXPENDITURES</u>								
560-5680-6401	Machinery & Equipment	0	0	20,000	0	20,000		
	Total	<u>4,899,704</u>	<u>4,060,499</u>	<u>20,000</u>	<u>0</u>	<u>4,080,499</u>	<u>1,130,875</u>	<u>2,949,624</u>

INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures	Date
	8/4/15
	8/4/15

By Board of County Commissioners
 At Meeting of
 Deputy Clerk to the
 Board of County Commissioners



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

June 29, 2015

Mr. Nick Uhren, P.E.
Palm Beach Metropolitan Planning Organization
2300 North jog Road, 4th Floor
West Palm Beach, Florida 33411-2749



RE: Joint Participation Agreement, G-0194
FM Number: 437528-1-14-01
F.A.P. Number: 8886 693A
Description: Purchase of Bicycle and Pedestrian Counters

Dear Mr. Uhren:

Enclosed please find a two (2) fully executed Joint Participation Agreement for the Project referenced above. Also included are copies of Resolution No. **MPO 2015-01** in which the JPA referenced above was approved. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos A. Kennedy, Jr.
Program Management Unit
District Four

lk/s
enc: JPA
copy: Jennifer Fiermann, Project Manager
Antonette P. Adams, Work Program Manager
District Financial Services
File

www.dot.state.fl.us

ATTACHMENT 2

Appropriation Bill Number(s)/Line Number(s)
SB 2000: 1881
DUNS No.: 80-939-7102
CFDA No.: 20.205

Contract No.: G-0194
FM Nos.: 437528-1-14-01
F.A.P. No.: 8886 693A
FEID No.: VF-596-000-785

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "Agreement"), entered into this 29th day of June, 2015, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Palm Beach Metropolitan Planning Organization located at 2300 North Jog Road, West Palm Beach, Florida 33411, hereinafter referred to as the AGENCY.

WITNESSETH

WHEREAS, the DEPARTMENT and the AGENCY are desirous of having the AGENCY make future enhancements in connection with Financial Management (FM) Number 437528-1-14-01 (Funded in Fiscal Year 2014/2015) for the purchase of bicycle and pedestrian counters. Refer to **Exhibit A**, Scope of Services & Deliverables, attached hereto and made of part hereof (also referred to as the "Project"); and changes approved.

WHEREAS, the DEPARTMENT is prepared to contribute funds toward furnishing the pedestrian and bicycle counters; and

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

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

WHEREAS, the AGENCY by Resolution No. MPO 2015-01 adopted on 18th day of June, 2015, a copy of which is attached hereto and made a part hereof, authorizes the proper official to enter into this Agreement on behalf of the AGENCY.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The AGENCY shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the AGENCY at no extra cost.

4. The AGENCY shall have the sole responsibility for resolving claims and requests for additional work for the Project. The AGENCY will make best efforts to obtain the DEPARTMENT's input in its decisions.
5. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the AGENCY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2016, whichever occurs first. The DEPARTMENT shall not unreasonably withhold its acceptance of the Project.
6. The total cost as set forth in the DEPARTMENT's adopted work program for this Project is TWENTY FOUR THOUSAND DOLLARS AND NO CENTS (\$24,000.00). The AGENCY will be reimbursed by the DEPARTMENT, based on actual cost incurred during the Project. In addition, the AGENCY shall provide In-Kind Services. In-Kind Services shall be defined to mean those services to be performed by the AGENCY and/or AGENCY's consultant, utilizing neither Federal nor State funds.

The AGENCY shall purchase counters as detailed in **Exhibit A** of this Agreement. The DEPARTMENT agrees to reimburse the AGENCY for the purchase of said counters. The DEPARTMENT's share is TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00), for actual cost incurred. In the event the actual cost of the Project exceeds the DEPARTMENT'S share of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00), any additional cost shall be the sole responsibility of the AGENCY.

The remaining FOUR THOUSAND DOLLARS AND NO CENTS (\$4,000.00) of Project costs will be provided through, In-Kind Services by the AGENCY. The In-Kind Services provided by the AGENCY will support the purchase of the counters.

7. The AGENCY acknowledges and agrees that the DEPARTMENT'S obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
8. The AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable/task must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 437528-1-14-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit A, Deliverables**, attached hereto and made apart hereof.
9. The AGENCY will submit a written progress report by the 15th day of each month detailing the actual tasks and activities performed the AGENCY. Upon completion, the AGENCY will notify the DEPARTMENT's Project Manager, who will be responsible for verification and acceptance of purchases made and services performed.

10. Invoices shall be submitted by the AGENCY, on a monthly basis, in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit A**. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
11. Supporting documentation must establish that the deliverables were received and accepted in writing by the AGENCY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit A**, has been met.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. The AGENCY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 day time period may not be paid. The final balance due under this Agreement will be paid upon the completion of all Project services, receipt of a detailed progress report, and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
14. The AGENCY will comply with the Federal and State Audit provisions and the Single Audit Compliance Requirements set forth in **Exhibit B** and **Exhibit C**, respectively, which are attached hereto and made part of this Agreement.
15. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the DEPARTMENT determines that the performance of the AGENCY is unsatisfactory, the DEPARTMENT shall notify the AGENCY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The AGENCY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the AGENCY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the AGENCY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the AGENCY resolves the deficiency. If the deficiency is subsequently resolved, the AGENCY may bill the DEPARTMENT for the retained amount during the next billing period. If the AGENCY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
16. The AGENCY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days 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.

17. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the AGENCY. Interest penalties of less than one (1) dollar will not be enforced unless the AGENCY requests payment. Invoices that have to be returned to the AGENCY because of the AGENCY 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.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the AGENCY's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
20. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated

verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

21. The AGENCY will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
22. The AGENCY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultant/sub consultant who perform work in connection with this Agreement.

"To the fullest extent permitted by law in any contract, the AGENCY's contractor shall indemnify and hold harmless the AGENCY, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contract in performance of this contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the AGENCY's sovereign immunity.

To the fullest extent permitted by law in any contract, the AGENCY's consultant shall indemnify and hold harmless the AGENCY, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the AGENCY's sovereign immunity."

23. The AGENCY / Vendor/ Contractor:
 - i. 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 AGENCY / Vendor/Contractor during the term of the contract; and
 - ii. 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.

24. In the event it becomes necessary for the DEPARTMENT or AGENCY to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
25. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the AGENCY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
26. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
27. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
28. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

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

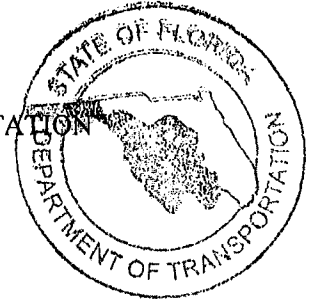
If to the AGENCY:

Palm Beach Metropolitan Planning Organization
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411
Attn: Nick Uhren
With a copy to: Franchesca Taylor
A second copy to: County Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to the Agency's Executive Director or other designee of AGENCY to enter into and execute this Agreement by Resolution No. MPO 2015-01, hereto attached.

PALM BEACH METROPOLITAN
PLANNING ORGANIZATION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



BY: *Nick Uhren*
NAME: NICK UHREN
TITLE: EXECUTIVE DIRECTOR
18 day of JUNE, 2015

BY: *Stacy L. Miller*
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

LEGAL REVIEW:

BY: *Mark A. Galt*
COUNTY ATTORNEY

BY: *[Signature]*
OFFICE OF THE GENERAL COUNSEL

APPROVED

APPROVED:

BY: *Renee Cross*
DEPUTY DIRECTOR

BY: *[Signature]*
DISTRICT PROGRAM MGMT. ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
&
DELIVERABLES
FM# 437528-1-14-01

Bicycle and Pedestrian Count Technology

The Bicycle and Pedestrian Count Technology Deployment Pilot Program (Project) is organized through the Federal Highway Administration (FHWA) for the purchase of bicycle and pedestrian counters which will allow the Palm Beach Metropolitan Planning Organization (MPO) to analyze patterns; identify deficiencies in the transportation system; evaluate the impacts of projects; and inform future design, planning, prioritization, and maintenance decisions.

The location of bike and pedestrian counters will focus on the origins and destinations of commuters and recreational users of active transportation on bike lanes, sidewalks, greenways and trails. Both portable and permanent counters technologies have been identified as the preferred devices for data collection. In accordance with the schedule set through the FHWA, the MPO will create a deployment plan, conduct counts according to the plan, and collect and analyze counts according to the plan between Mid-August 2015 and April 2016. Initial counts will be delivered by Winter 2015. An electronic copy of counts will be delivered to FHWA in Spring 2016.

The bicycle and pedestrian counters shall meet all applicable regulatory requirements, including FHWA and Americans with Disabilities Act (ADA) standards.

EXHIBIT "B"
FEDERAL FUNDED CONTRACTS

1. The administration of resources awarded through the Department to the **Palm Beach Metropolitan Planning Organization** by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The **Palm Beach Metropolitan Planning Organization** shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the **Palm Beach Metropolitan Planning Organization** agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The **Palm Beach Metropolitan Planning Organization** further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - b. The **Palm Beach Metropolitan Planning Organization** a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the **Palm Beach Metropolitan Planning Organization** expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the **Palm Beach Metropolitan Planning Organization** must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit D** to this Agreement provides the required Federal award identification information needed by the **Palm Beach Metropolitan Planning Organization** to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the **Palm Beach Metropolitan Planning Organization** must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before

December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

- ii. In connection with the audit requirements, the **Palm Beach Metropolitan Planning Organization** shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- iii. In the event the **Palm Beach Metropolitan Planning Organization** expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the **Palm Beach Metropolitan Planning Organization** is exempt from Federal audit requirements for that fiscal year. However, the **Palm Beach Metropolitan Planning Organization** must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the **Palm Beach Metropolitan Planning Organization** 's audit period for each applicable audit year. In the event the **Palm Beach Metropolitan Planning Organization** expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the **Palm Beach Metropolitan Planning Organization** 's resources obtained from other than Federal entities).
- iv. The **Palm Beach Metropolitan Planning Organization** must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the **Palm Beach Metropolitan Planning Organization's** audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the **Palm Beach Metropolitan Planning Organization** fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the **Palm Beach Metropolitan Planning Organization** shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the **Palm Beach Metropolitan Planning Organization's** records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- viii. The **Palm Beach Metropolitan Planning Organization** shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The **Palm Beach Metropolitan Planning Organization** shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

EXHIBIT C

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION
Federal-Aid Highway Program, Federal Lands Highway Program
*Award Amount: \$20,000.00
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: N/A
**Award is for R&D: N/A

*The federal award amount may change with supplemental agreements
**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
www.whitehouse.gov/omb/circulars

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*
www.whitehouse.gov/omb/circulars

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
www.whitehouse.gov/omb/circulars

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

RESOLUTION MPO 2015-01

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A BICYCLE AND PEDESTRIAN COUNT TECHNOLOGY DEPLOYMENT PILOT PROGRAM GRANT FROM THE FEDERAL HIGHWAY ADMINISTRATION AND TO AMEND THE FY 15-16 UNIFIED PLANNING WORK PROGRAM TO INCLUDE THE GRANT FUNDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) has been designated by the Federal Highway Administration (FHWA) as one of ten recipients of grant funding for the Bicycle and Pedestrian Count Technology Deployment Pilot Program; and

WHEREAS, the FHWA has made available funds for planning and data collection through the Florida Department of Transportation (FDOT); and

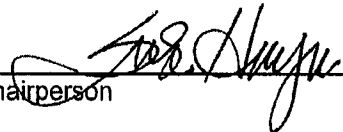
WHEREAS, the MPO desires to collect and analyze pedestrian and bicycle facility usage throughout Palm Beach County in order to improve the non-motorized transportation network.

NOW THEREFORE, BE IT RESOLVED THAT:


1. The Palm Beach MPO accepts grant funds from the Federal Highway Administration for the Bicycle and Pedestrian Count Technology Deployment Pilot Program (the Project) and approves a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) pertaining to the Project; and
2. The Executive Director of the MPO is authorized, on behalf of the Palm Beach MPO, to execute the JPA for the Project; and
3. The Palm Beach MPO's Fiscal Year 15/16 Unified Planning Work Program document is amended to include the \$20,000 in grant funds.
4. This resolution shall take effect upon adoption.

The foregoing Resolution was offered by Commissioner Paulette Burdick who moved its adoption. The motion was seconded by Board member Councilman Matt Willhite and upon being put to a vote, the motion passed. The Chairperson thereupon declared the Resolution duly adopted this 18 day of June, 2015.

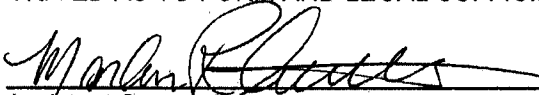
PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: 
Chairperson

ATTEST:

By: 
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney



**PALM BEACH
METROPOLITAN PLANNING ORGANIZATION**

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MEMORANDUM

DATE: August 12, 2015
TO: Tanya N. McConnell, P.E., Deputy County Engineer
FROM: *NV* Nick Uhren, P.E., Executive Director
SUBJECT: Bicycle/Pedestrian Counters In-Kind Match Agreement

The Palm Beach Metropolitan Planning Organization (MPO) recently applied for and was awarded a \$20,000 grant from the Federal Highway Administration (FHWA) to purchase and deploy bicycle and pedestrian counters as a pilot program. The grant has a 20% (\$4,000) local match requirement that can be either cash or in-kind.

In discussions regarding implementation of this project with Palm Beach County Traffic Engineering (TE) staff to ensure we will have the correct technology and to confirm that we can use county staff resources to deploy and retrieve the bicycle and pedestrian counters, it was agreed to use TE staff to deploy and redeploy the counters and retrieve the data collected. In return, TE staff will have the data derived from the program to better inform project planning and implementation.

This memo is to confirm that Palm Beach County TE staff will perform at least \$4,000 of services without reimbursement by the MPO as in-kind match for the FHWA Bicycle/Pedestrian Deployment Pilot Program grant. In return, MPO staff will provide access to all data and reports available from the bicycle/pedestrian counters to the Traffic Engineering Department.

Approved By:

Tanya N. McConnell, P.E.
Deputy County Engineer

Approved By:

Nick Uhren, P.E.
Executive Director

8/13/15
Date: _____

8/12/15
Date: _____