

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

| | | |
|----------------------------|---|---|
| Meeting Date: May 17, 2016 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | <input type="checkbox"/> Workshop | <input type="checkbox"/> Public Hearing |
| Department: | | |
| Submitted By: | Engineering & Public Works | |
| Submitted For: | Roadway Production Division | |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **Adopt** a resolution to approve the County Incentive Grant Program (CIGP) agreement with the State of Florida Department of Transportation (FDOT) in the amount of \$2,880,000 for the right-of-way acquisition for the Congress Avenue extension from Northlake Boulevard to Alt. A-1-A (Project); and
- B) **Approve** a budget amendment of \$2,880,000 in the Road Impact Fee Fund – Zone 1 to recognize the CIGP agreement with FDOT and appropriate the funds to the Project.

SUMMARY: Approval of this CIGP agreement will allow Palm Beach County (County) to receive a grant of up to \$2,880,000 (50/50 matching funds) for the Project which has a current estimated right-of-way acquisition cost of \$5,760,000. The County will be responsible for all costs above this grant amount.

District 1 (MRE)

Background and Justification: The intent of the CIGP is to provide grants to counties to improve transportation facilities on the State Highway System (SHS) or to improve transportation facilities that relieve traffic on the SHS. This CIGP agreement with FDOT will grant the County \$2,880,000 in right-of-way acquisition funding for the Congress Avenue extension from Northlake Boulevard to Alt. A-1-A, which will relieve traffic congestion at the intersection of Northlake Boulevard and Alt. A-1-A. The term of this agreement will be from the date of FDOT signature until June 30, 2018.

Attachments:

1. Location Sketch
2. CIGP Agreement (7 originals)
3. Resolution (7 originals)
4. Budget Amendment

Recommended by: POF [Signature] fa George Webb 4/15/16
Department Director Date

Approved By: [Signature] 5/3/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2016 | 2017 | 2018 | 2019 | 2020 |
|-------------------------|----------------------|--------------------|------------|------------|------------|
| Capital Expenditures | <u>\$2,880,000</u> | <u>\$2,880,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>(\$2,880,000)</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>-0-</u> | <u>\$2,880,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget? Yes No X

Budget Account No:

Fund 3501 Dept 361 Unit 1369 Object 6120/3404

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Zone 1 Fund
Congress Ave/Northlake to Alt. A1A
State Grant Capital-Transportation

Receiving grant funds for capital expenditures.
Acquisition of Right of Way funding of \$5,760,000 is included in
FY2017 Five Year Road Program Zone 1 Impact Fees. This is the funding
source for the 50% match of \$2,880,000.

C. Departmental Fiscal Review: Alu Kovalainen

III. REVIEW COMMENTS

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

Shen
4/28/16
OFMB

J. J. Gustaf
4/28/16
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

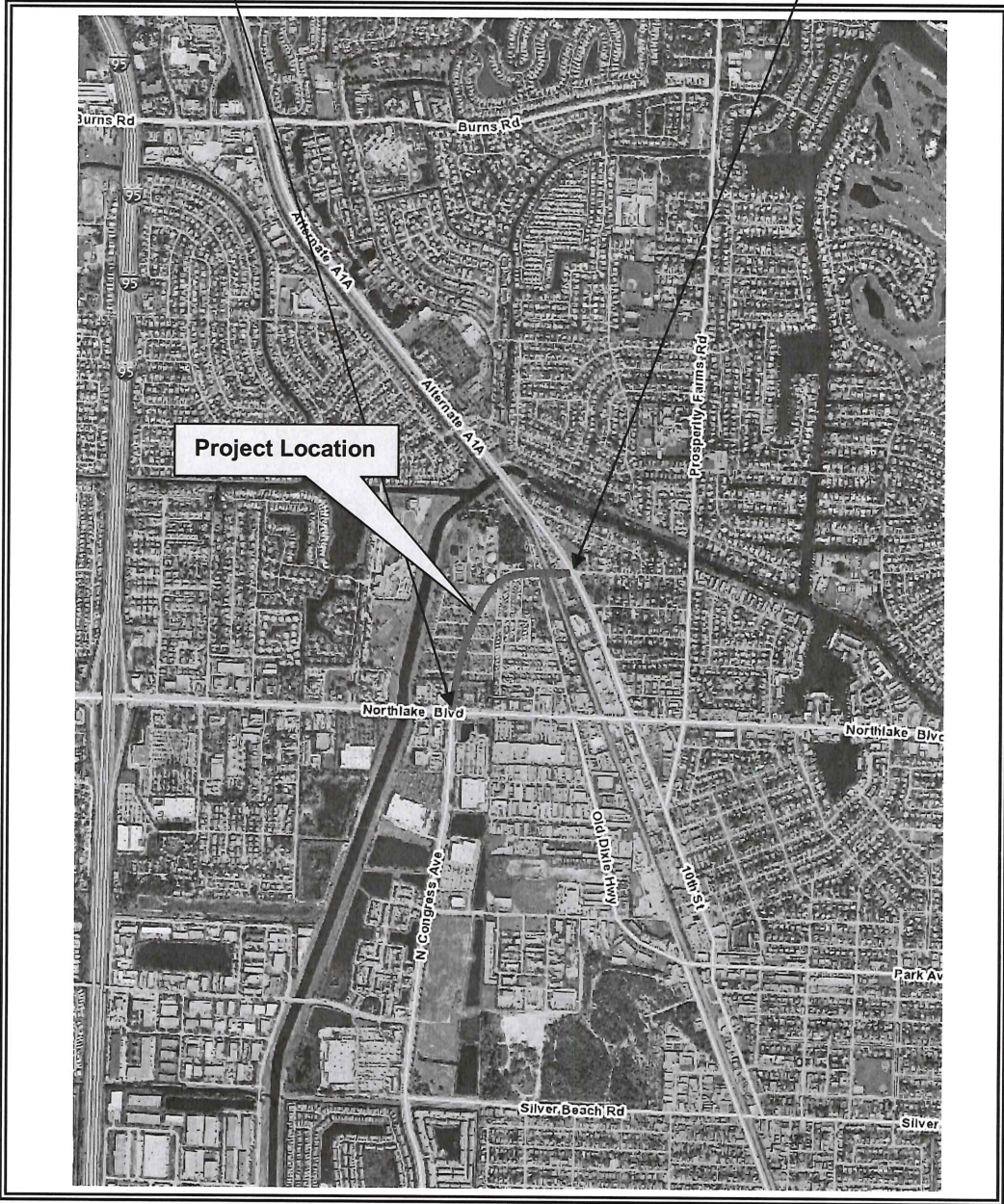
Myron R. Gustaf 5/2/16
Assistant County Attorney

C. Other Department Review:

Department Director

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

**PROJECT LOCATION
CONGRESS AVENUE
FROM NORTHLAKE BLVD TO ALT. A-1-A
EXTENSION
PALM BEACH COUNTY PROJECT #2012517**



LOCATION MAP

Appropriation Bill Number(s)/Line Number (s):

SB 2000: _____

DUNS No.: 80-939-7102

CSFA No.: 55.008

Contract No.: _____

Financial Project No.: 433064-1-44-01

COUNTY: PALM BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT

This County Incentive Grant Program Agreement ("Agreement"), entered into this _____ day of _____, 20____ is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and PALM BEACH COUNTY, hereinafter referred to as the "COUNTY."

W I T N E S S E T H

Whereas, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

Whereas, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

Whereas, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

Whereas, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Management (FM) No. 433064-1-44-01 (Funded in Fiscal Year 2015/2016) for the right of way acquisition of an estimated twenty-two (22) parcels along Congress Avenue Extension from Northlake Blvd to Alternate A1A, hereinafter referred to as the "Project," in accordance with Section 339.2817, Florida Statutes; and

Whereas, the COUNTY by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Mayor of its Board of Commissioners to enter into this Agreement.

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

1. The recitals set forth above are true and correct and are deemed to be restated herein.

2- Services and Performance

A. The COUNTY shall furnish the services with which to acquire right of way for the Project.

Said Project consists of: right of way acquisition, as further described in **Exhibit A**, Scope of Services, attached hereto and made a part hereof.

B. The COUNTY agrees to undertake the right of way acquisition of the Project in accordance with all applicable state and local statutes, rules, regulations, and standards. Upon completion of the Project, the COUNTY shall certify to the DEPARTMENT in writing that the Project has been completed in accordance with the applicable standards, statutes, rules and regulations.

The COUNTY shall have developed right of way procedures in accordance with all relevant State and local laws and regulations. Additionally, the right of way functions of appraisal, appraisal review, acquisition, relocation assistance, and property management shall be performed by staff experienced in performing such functions for the COUNTY and quality control processes must be implemented to ensure that procedures are properly and timely followed.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with monthly progress reports. The COUNTY will submit written progress reports by the 15th day of each month detailing the actual services performed related to the acquisition of the Project.

D. The COUNTY shall not sublet, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

E. All notices under this Agreement shall be directed to the following addresses:

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

3-Term

A. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2018, whichever occurs first.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions as set forth in this Agreement.

4- Compensation and Payment

A. The DEPARTMENT agrees to compensate the COUNTY for services described in **Exhibit A**. The estimated Project cost is FIVE MILLION SEVEN HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$5,760,000.00). The COUNTY and the DEPARTMENT agree to share the cost of this Project. The COUNTY agrees to pay one-half of the cost of the Project expenditures and the DEPARTMENT agrees to pay the other one-half pursuant to Florida Statutes 339.2817. Based on the aforesaid amount, the parties further agree that the DEPARTMENT'S maximum participation is TWO MILLION EIGHT HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$2,880,000.00) and all remaining costs of the Project will be borne by the COUNTY. However, in the event the total Project cost is less than the amount stated above, the DEPARTMENT shall only pay 50% of the lesser amount and all remaining costs of the Project will be paid by the COUNTY.

i) The COUNTY shall submit one original invoice and four (4) copies plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing on a quarterly basis. All invoices shall be submitted on a quarterly basis to the Department, until all parcels for the Project have been acquired.

ii) All costs charged to the Project shall be supported by executed payrolls, time records, invoices, contracts, and/or vouchers evidencing in proper detail the nature and propriety of the charges. The COUNTY will be reimbursed only for actual costs incurred during the Agreement time period that directly related to the right of way acquisition of the Project.

B. The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 433064-1-44-01, the quantifiable, measurable, and verifiable units of deliverables (parcels numbers) are shown in **Exhibit B, Deliverables**, attached hereto and made a part hereof. Additional deliverables for the Project consist of:

- i) Acquisition of an estimated twenty-two (22) parcels.
- ii) Recorded warranty deeds for all twenty-two (22) parcels indicating conveyance to the COUNTY.
- iii) Proof of payment and/or documentation to show how all twenty-two (22) parcels were acquired (i.e. Easement & Closing Statement; Deed & Closing Statement; Order of Taking & Certificate of Clerk if acquired by OT; and other documents deemed necessary by the Department to allow for a proper determination of ownership and clear title).

C. Upon submission of a quarterly invoice, the DEPARTMENT's Project Manager will notify the DEPARTMENT's right of way agent to inspect and verify that services by the COUNTY has met or does not meet the DEPARTMENT's standards/minimum level of service.

D. Invoices shall be submitted by the COUNTY in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in paragraph 4B & **Exhibit B**. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to any reimbursement.

Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4C, has been met.

E. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation, and proper submission of a detailed invoice after the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. 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, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverables deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoices amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

H. The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

I. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) business days to inspect and approve the goods and/or services unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are

measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

J. If a payment is not available within forty (40) calendar days of an invoice being received and stamped with an official date and time of receipt by the DEPARTMENT, 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 COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a completed invoice, as approved by the DEPARTMENT, is provided to the DEPARTMENT.

K. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

L. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (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 includes the COUNTY's general accounting records and the Project records, together with supporting documents and records, of the COUNTY and all subcontractors performing work on the Project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

M. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.** are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

N. It is unlawful for the County Commission to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section. 129.06, Florida Statutes and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the County Commission voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted in accordance with Section 129.07, Florida Statutes.

O. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

5- Indemnity and Insurance

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, and consultants/sub consultants who perform work in connection with this Agreement.

To the fullest extent permitted by law, the COUNTY's contractor shall indemnify and hold harmless the COUNTY, 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 the contractor in the 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/or the COUNTY's sovereign immunity.

To the fullest extent permitted by law, the COUNTY's consultant shall indemnify and hold harmless the DEPARTMENT, the COUNTY, 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 the 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/or the COUNTY's sovereign immunity.

B. LIABILITY INSURANCE. The COUNTY shall cause the DEPARTMENT to be an Additional Insured on any and all liability policies which provided coverage for tort liability to the COUNTY in connection with its operations relating to the Project. The COUNTY shall furnish evidence of such coverage to the DEPARTMENT and COUNTY prior to the commencement of such operations in the form of an ACORD Certificate of Liability Insurance together with copies of any and all applicable Additional Insured endorsements. In the event the COUNTY has no such insurance coverage but instead maintains a self-insurance fund to cover such liabilities, the COUNTY agrees it shall disclose to the DEPARTMENT the amount of such self-insurance available.

The COUNTY shall require any and all contractors, subcontractors, consultants, and subconsultants it may enter agreements with in connection with the Project to cause the DEPARTMENT to be made Additional Insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants, and subconsultants for their operations relating to the Project.

C. WORKERS' COMPENSATION. The COUNTY shall also carry or cause its contractors, subcontractors, consultants and subconsultants it may enter agreements with in connection with the Project to carry Workers' Compensation insurance in accordance with the requirements under Florida's Worker's Compensation Law.

D. The COUNTY shall forward, within five (5) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in paragraphs B - C above and which affect or potentially affect such coverage available to the DEPARTMENT.

6- Compliance with Laws

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, agents, consultants, subconsultants, contractors, and/or subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

E. The COUNTY / Vendor/ Contractor:

a) 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 COUNTY/ Vendor/Contractor during the term of the contract; and

b) 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.

7-Audit

A. The administration of resources awarded through the DEPARTMENT to the COUNTY 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The COUNTY shall comply with all audit and audit reporting requirements as specified below.

B. Monitoring

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the COUNTY's use of state financial assistance 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 state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.

2. The COUNTY, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:

- a. In the event the COUNTY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit C** to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by the COUNTY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, 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.
- b. In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the COUNTY 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 COUNTY's audit period for each applicable audit year. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the COUNTY's resources (*i.e.*, the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- i. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and
State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
- ii. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iii. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.
- iv. Upon receipt, and within six months, the DEPARTMENT will review the COUNTY's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If the COUNTY fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the DEPARTMENT may take appropriate corrective action to enforce compliance.
- v. As a condition of receiving state financial assistance, the COUNTY shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to the

COUNTY'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.

- d. The COUNTY 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, DFS or the Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the 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.

8- Termination and Default

This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice. In addition, the DEPARTMENT may terminate this Agreement in the event of the following:

A. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

B. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on DEPARTMENT'S right of way will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

9- Miscellaneous

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, 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 or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue with respect to any judicial proceedings arising out of this Agreement shall be in Broward County.

G. This Agreement shall be effective upon execution by both parties.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

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

ATTEST:
SHARON R. BOCK

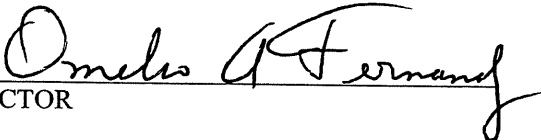
BY: _____
NAME: Mary Lou Berger
TITLE: Mayor
_____ day of _____, 20__

BY: _____
CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS:

BY: _____
COUNTY ATTORNEY

BY: 
DIRECTOR

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
STACY L. MILLER, P.E
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

NAME: _____

DISTRICT _____

Availability of Funds Approval:

LEGAL REVIEW:

(Date)

OFFICE OF THE GENERAL COUNSEL

EXHIBIT A
SCOPE OF SERVICES
FM# 433064-1-44-01

Palm Beach County Project No. 2012517 calls for the design, permitting, and construction of the extension of Congress Avenue from Northlake Blvd to State Road Alternate A1A. This project includes the acquisition of all necessary right-of-way (R/W) parcels within the project limits to complete construction. Palm Beach County (COUNTY) has been approved for CIGP funding for this project by the Florida Department of Transportation; R/W acquisition for state roads will not be included in this project. Currently the COUNTY is in the process of conducting a R/W Study which will provide the COUNTY with the most cost feasible design alternative. Following is a description of the scope of services for the R/W acquisition needed for this project.

A. GENERAL DUTIES OF THE RIGHT-OF-WAY SPECIALIST

1. Review legal descriptions, sketches and maps to ensure they match and are formally approved by the Survey Section, confirm parcel count and type of document required.
2. Order Budget Availability Statement (B.A.S.) for startup costs. Do a Budget Transfer/Amendment Board Item, if needed.
3. Order parcel staking from the Survey Section; include copies of legal descriptions, sketches, and/or maps. Order title work from Abstractor / Title Examiner, include required return date. Prepare ownership list utilizing PAPA and notify property owners of staking.
4. Begin appraisal process. Appraisals are to be completed on all parcels being acquired.
5. Upon completion of the staking, conduct on-site inspection with Project Manager and others as required, and complete Field Inspection Sheet.
6. Set up and attend meetings with Right-of-Way Manager, relevant Section Manager, and Project Manager to discuss any problems arising from site inspection.
7. Send memo to Palm Beach County's Land Development Division to ascertain whether there are any parcels required by zoning conditions to be conveyed to the County. This will insure that we do not buy a parcel unnecessarily.
8. Prepare Negotiation Record Form; Prepare Project Status Report information and update it, monthly, until project is complete through Final Judgment.
9. Prepare parcel files for each parcel, a general file, appraisal information file and a condemnation file.
10. Parcel files are to be labeled with the project number, project name and limits, parcel number, property owner's name and Section, Township and Range.

B. DEDICATION/DONATION OF RIGHT-OF-WAY AND/OR EASEMENTS

The Project Manager is responsible for providing the Right-of-Way Specialist with the names of the persons responsible for the dedications/donations, and sketch and legal descriptions for each parcel. All contacts with the property owner, regarding the dedications/donations are to be made by the Right-of-Way Specialist. Even though dedications/donations come with an affidavit of ownership from the owner, the Right-of-Way Specialist is responsible for verifying that there are no encumbrances, by requesting a title report from the Abstractor / Title Examiner. Also, a field trip should be made to ensure that there are no physical encumbrances.

C. APPRAISALS

Upon receipt of appraisals, the Right-of-way Specialist will perform the following:

1. Review appraisals for mistakes, omissions, etc.
2. Conduct an on-site inspection to compare appraisals with actual parcel situation.
3. Give set of appraisals to Right-of-Way Manager and relevant Section Manager for review.
4. Schedule a meeting to review appraisals with the Project Manager and Section Manager and invite the Appraiser, if needed.
5. Resolve any questions that may arise from the appraisal review, on-site inspection and/or meeting.
6. Send Appraiser's original invoice noted as "approved for payment" to Finance through Engineering Fiscal for payment after No. 5 has been completed and the Appraiser's invoice have been approved by the Assistant Director.
7. Send appraised values (Executive Summary) and zoning designation to Engineering Fiscal and Project Manager.
8. Always request a B.A.S. for appraised values. A board item may be necessary if adequate funding is not available.
9. Prepare and send to the Appraiser, the Appraisal Project Performance Letter, and Appraisal Rating.

D. TITLE SEARCHES

Upon receipt of title searches, the Right-of-Way Specialist will perform the following:

1. Review title searches.
2. Discuss with the Abstractor / Title Examiner any problems or questions.

E. DOCUMENT PREPARATION

The Right-of-Way Specialist will perform the following:

1. Prepare the various documents required including:
 - Offer Letter
 - Appropriate Conveyance Documents
 - Partial Release
 - Subordinations
 - Any other pertinent documents, such as 1099 reporting forms, beneficial interest forms, etc.

F. OFFERS

The Right-of-Way Specialist will perform the following:

1. Once appraisals are received, reviewed and approved by the Right-of-Way Manager, prepare offer letter for the Assistant Director's signature and send letter to the property owner based on appraisals. Provide all pertinent documents, including representation form, 1099 reporting form, lease/rental form, etc. Request an updated appraisal after six (6) months or when owner's name changes.
2. All contacts by mail must be done by certified mail and all receipts kept in the parcel file.
3. Contact sheet is to be kept current with detailed information regarding contacts with the owner or agent and other particulars.
4. When contact with the property owner is made, verify ownership to ensure names, ownership status, etc. are correct.
5. Discuss nature of project with the property owner. Answer any and all questions posed by property owner or do best to answer, which includes putting them in touch with others who can help.
6. Furnish the property owner with a copy of appraisal, maps, etc. if requested.

7. Discuss and verify subordinations with the property owner.
8. Explain to the property owner that if they would like more time to consider the offer, you will re-contact them one week after your initial contact. If the appraised value is accepted by the property owner, the conveyance documents are executed. The property owner should be made aware of the County's procedure for ordering and delivering their check. When the subordinations are executed and received, the tax pro-ratio is requested, and the check can be ordered.
10. If the owner is a corporation or partnership, they are required to complete the disclosure of beneficial interests form. All sellers are required to complete and submit taxpayer identification. These forms should be sent with the offer.
11. In order to ensure "Good Faith" negotiations, a minimum of 3-4 contacts with the property owner/agent should be made within the 30-day period following the date the offer was received by the property owner.

G. COUNTEROFFERS/NEGOTIATIONS

The Right-of-Way Specialist will perform the following:

1. If the property owner is not satisfied with the appraised value in the offer presented by Palm Beach County, they can submit a counteroffer. The counteroffer is to be in writing and contain a dollar value breakdown of the land, improvements, damages, etc. The counteroffer must also contain an explanation of why these amounts are requested. In some cases, a Counteroffer may be beneficial to Palm Beach County if it is estimated to be less costly than attorneys' fees, appraisal fees and court costs. Should the property owner wish to obtain his/her own appraisal, the guidelines noted in Florida State Statute 73.091 are to be followed.
2. The counteroffer is to be reviewed by the Right-of-Way Manager, and recommendation made to the Assistant Director for approval or denial to proceed.
3. If approval to proceed is given, a memo for Engineering Department approval is prepared. This memo states all pertinent information and justification for the approval of the counteroffer. Once this approval is received, a Counteroffer B.A.S. is ordered. A Request for Authorization to Settle memo is then prepared. Attached to each of the previously referenced memos, will be a copy of the property owner's counteroffer letter. When the "Request for Authorization to Settle" memo is approved, the check is to be ordered. Attached to the memo requesting the check is the following:
 - a. The original Engineering Department and Request for Authorization to Settle memos.
 - b. A copy of the executed Deed.

4. If approval to proceed is denied (See No. 2), a counter to the property owner's counteroffer may be prepared and presented to the property owner. If the property owner accepts this counter proposal, the procedure referenced in No. 3 above is followed.
5. Unless an exception is approved by the Assistant Director, all required subordinations must be executed before payment to the property owner can be made. However, if the required subordinations cannot be obtained, the parcel shall be placed in suit.
6. If the counteroffer is not approved by the Assistant Director and an agreement between the property owner and Palm Beach County cannot be reached, the parcel shall be placed in suit.
7. If the parcel was placed in condemnation, but was later settled, it can be removed by after the closing is held.

H. SUBORDINATIONS OF ENCUMBRANCES TO PALM BEACH COUNTY

The Right-of-Way Specialist shall process subordination documents as follows:

1. A partial release or subordination is required when acquiring land with encumbrances on the parent tract that affects the taking. They are required for fee simple acquisitions and permanent easement acquisitions such as drainage easements and embankment easements.
2. Subordinations are prepared and forwarded to the proper encumbrance holder when the offers are accepted by the property owner.
3. A subordination (Partial Release of Mortgage) may be required from lending institutions (Banks, Finance Companies, etc.) that require a Processing / Review fee (Fee). The Palm Beach County Clerk (Finance) may require a W-9 Form executed by the lending institution before issuing a check for the required Fee. The W-9 Form is required to establish a Vendor's Account Code (Account Code). A determination must be made whether Finance already has an Account Code established for the subject Lending Institution. Prior to requesting the check for the Fee, the Right-of-Way specialist will request the Roadway Production Division's Administrative Support Manager to review the Advantage Program to ascertain if the Account Code is pre-established. If it is pre-established, the Right-of-Way Specialist will provide the Account Code in the memo to Finance requesting the check for the Fee. If the account Code is not pre-established, the W-9 Form must be executed and submitted with the check request. A copy of the executed W-9 Form will be kept in the parcel file.
4. Once the executed subordinations are received, they are held until the deed has been accepted by the Deputy County Engineer, Board of County Commissioner (B.C.C.) or County Administrator. All subordinations that commit the County to making future

payments or to incur future construction costs require approval by the B.C.C. When the deed is accepted, the deed is stamped with the acceptance date and sent to recording.

5. When returned from recording, copies of the subordinations and deed are sent to the encumbrance holder for their records.

I. CLOSINGS

The following shall be coordinated by the Right-of-Way Specialist:

1. When either the original or a copy of the Conveyance Document is executed and received, a tax pro-ration is ordered from the Tax Collector's Office. Note: Easements do not require tax pro-rations.
2. The settlement check is ordered from Finance.
3. All subordinations must be executed and received prior to delivery of the check.
4. Update the title report prior to closing, to ensure there are no new encumbrances, by requesting an update from the Abstractor / Title Examiner.
5. A closing statement is prepared.
6. When the check and tax pro-ration amount is received, a meeting is scheduled with the property owner.
7. If the property owner resides outside Palm Beach County, the closing will be done by certified mail.
8. Whether the closing is done in person or by certified mail, the forms to be utilized are:
 - a. Cover letter, by certified mail, with instructions on what to execute and return. This includes how the tax pro-ration was determined and to make the check or money order payable to: Tax Collector Palm Beach County.
 - b. Request for Taxpayer Identification Number for 1099 reporting, and Disclosure of Beneficial Interests, if applicable.
 - c. Closing Statement.
9. If not already received, the original conveyance documents and the items in #8 above must be obtained prior to payment to the property owner.
10. Upon receipt of the tax- pro-ration check, it is forwarded by the Right-of-Way Specialist to the Tax Collector's Office with a cover memo.

11. If the parcel was placed in suit for condemnation, it is to be pulled from suit once closing occurs.

J. RECORDING OF DOCUMENTS

The Right-of-Way Specialist shall perform the following:

1. A Recording Escrow Transmittal form must be completed for all conveyances and attached to the document being sent to recording.
2. A three-inch space must be reserved at the top right-hand corner of the conveyance document's first page and a one-inch by three inch space must be left blank at the top right-hand corner of each subsequent page.
3. The "Return To" information must be completed. The Right-of-Way Specialist will ensure the Right-of-Way Acquisition address, the name of the Specialist, the will call number (1066), and the account number (1010) appear in the upper left-hand corner of the document to be recorded.
4. "Prepared By" information must be filled out by the actual person who prepared the document.
5. The property control number (PCN) must also be shown on the conveyance documents. If not a whole take, it should read "A Portion of PCN..."
6. If no money transaction is involved (donation, etc.), "N/M" should be placed at the top left corner. If a money transaction is involved, put that amount in a visible location on first page of deed, unless the parcel owner received an offer letter (threat of eminent domain), then no doc stamps are due; place "doc stamp amount: \$0" on the deed.
7. The date and the grantors names and address are to be filled in. The mailing address may differ from the property address.
8. Be sure to staple "Exhibit A" to the conveyance document, so it will not be misplaced.
9. The date of the deed is to be filled in, based upon the execution date.
10. Each signature block requires two witnesses for each signature (one witness may also be the notary) with their names typed or printed below.
11. Make sure that the proper parties sign the deed with his or her name typed or printed below with a mailing address.
12. The notary acknowledgment MUST be complete, and the notary signs and seals/stamps the deed. Check the expiration date of the Notary.

13. The deeds must be stamped with a Board of County Commissioners' acceptance date before recording is done.
14. ALL DOCUMENTS TO BE RECORDED MUST BE WRITTEN IN THE RECORDED DOCUMENTS BOOK IN ORDER TO KEEP TRACK OF THE DOCUMENTS BEING SENT TO RECORDING.

The book requires the date signed, the names of the grantor, grantee, type of instrument, section, township, range, filed under (project # and name) date to Recording, recording costs (documentary stamps), parcel acquisition cost, Official Record Book and Page, BCC acceptance date, and staff initials.

K. EMINENT DOMAIN PROCEDURES

The Right-of-Way Specialist shall perform the following:

1. If the property owner has not accepted the offer within thirty (30) days after offer has been made, a pre-litigation letter is sent by certified mail to the property owner or their representatives.
2. Send for BAS request for Eminent Domain proceedings, if the appraised amounts have changed or if additional funds are needed.
3. Prepare Board Action and a Resolution for each parcel requiring Eminent Domain requesting declaration of right-of-way to be a public necessity authorizing the employment of appraisers and other experts deemed necessary.
4. Prepare Suit Information Package for the County Attorney. The Suit Information Package should include the following:
 - a) Information for Suit
 - b) Contact Sheet
 - c) Deed with legal description and sketch
 - d) Updated Title Search
 - e) Updated Appraisal if over six months old
 - f) Signed review sheet
 - g) Pre-litigation letter
 - h) Miscellaneous-Any information that would be helpful to County Attorney (certified letter receipts, correspondence, etc...)
 - i) Right-Of-Way Map, if available

5. Once the approved Board Action and Resolutions are received, send to County Attorney with suit information with cover memo.
6. If any parcels are closed before the Order of Taking, they need to be pulled from suit as soon as possible.
7. If the legal description is substantially changed, an Amended Resolution, or an Amendment to the Resolution, will have to be prepared and executed by the Board.
8. County Attorney will send a certified copy of the Order of Taking. The Right-of-Way Specialist then sends a copy to the Abstractor / Title Examiner to get the recorded documents.
9. Right-of-Way Specialist shall complete the Project Status Report.

**EXHIBIT “B”
DELIVERABLES
FM# 433064-1-44-01**

The COUNTY shall acquire all additional or a portion of the following properties listed below, that are on Congress Avenue, as identified by the County’s parcel number:

00-43-42-17-00-000-7011 (Temporary Construction Easement)
00-43-42-17-00-000-7180 (Fee simple)
68-43-42-17-00-000-3030 A (Fee Simple)
68-43-42-17-00-000-3030 B (Temporary Construction Easement)
00-43-42-17-07-004-0060 (Temporary Construction Easement)
00-43-42-17-07-004-0070 (Fee Simple)
00-43-42-17-07-001-0122 (Temporary Construction Easement)
00-43-42-17-07-001-0121 (Temporary Construction Easement)
00-43-42-17-07-001-0100 (Temporary Construction Easement)
00-43-42-18-00-000-5030 (Temporary Construction Easement)
52-43-42-18-00-000-5090 A (Fee Simple)
52-43-42-18-00-000-5090 B (Temporary Construction Easement)
52-43-42-18-00-000-5120 A (Fee Simple)
52-43-42-18-00-000-5120 B (Temporary Construction Easement)
00-43-42-17-07-002-0010 A (Fee Simple)
00-43-42-17-07-002-0010 B (Temporary Construction Easement)
00-43-42-17-07-003-0010 (Fee Simple)
00-43-42-17-07-003-0020 (Temporary Construction Easement)
00-43-42-17-07-003-0031 (Temporary Construction Easement)
68-43-42-17-00-000-7190 A (Fee Simple)
68-43-42-17-00-000-7190 B (Temporary Construction Easement)
68-43-42-17-00-000-7021 (Permanent Easement & Temporary Construction Easement)

The COUNTY shall not acquire any property or property rights outside of the parcels referenced above.

EXHIBIT C

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: COUNTY INCENTIVE GRANT PROGRAM
CSFA Number: 55.008
***Award Amount:** \$ 2,880,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.008 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.008 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. R-2016-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE COUNTY INCENTIVE GRANT PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE EXTENSION OF CONGRESS AVENUE FROM NORTHLAKE BOULEVARD TO ALTERNATE A-1-A PROJECT.

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a County Incentive Grant Program (CIGP) Grant to help finance the extension of Congress Avenue from Northlake Boulevard to Alt. A-1-A; and

WHEREAS, the FDOT has requested that Palm Beach County (County) enter into a CIGP Agreement (Agreement) outlining the responsibilities of each party with respect to the CIGP grant for the extension of Congress Avenue from Northlake Boulevard to Alt. A-1-A project; and

WHEREAS, through this Agreement, the FDOT will grant funding for design; and

WHEREAS, the Board of County Commissioners has determined execution of the Agreement to be in the best interest of the citizens and residents of the County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Mayor is hereby authorized to execute the Agreement.

- 1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
- 2. This Resolution will take effect upon its adoption.

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

| | |
|---|---|
| Commissioner Mary Lou Berger, Mayor | - |
| Commissioner Hal R. Valeche, Vice Mayor | - |
| Commissioner Paulette Burdick | - |
| Commissioner Shelley Vana | - |
| Commissioner Steven L. Abrams | - |
| Commissioner Melissa McKinlay | - |
| Commissioner Priscilla A. Taylor | - |

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2016.

| | |
|-----------------------|-------------------------------|
| APPROVED AS TO FORM | PALM BEACH COUNTY, FLORIDA BY |
| AND LEGAL SUFFICIENCY | ITS BOARD OF COUNTY |
| | COMMISSIONERS |
| | SHARON BOCK, CLERK AND |
| | COMPTROLLER |

| | |
|---------------------------|--------------|
| By: _____ | By: _____ |
| Assistant County Attorney | Deputy Clerk |

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment

FUND Road Impact Fee-Zone 1

BGRV 030716/0440
BGEX 030716/1073

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 03/07/16 | REMAINING BALANCE |
|--|------------------------------------|--------------------|-------------------|------------------|----------|--------------------|--|----------------------|
| REVENUES | | | | | | | | |
| Congress Ave/Northlake to Alt A1A | | | | | | | | |
| 3501-361-1369-3404 | State Grant Capital Transportation | <u>187,395</u> | <u>185,057</u> | <u>2,880,000</u> | <u>0</u> | <u>3,065,057</u> | | |
| TOTAL RECEIPTS & BALANCES | | 51,325,849 | 51,891,323 | 2,880,000 | 0 | 54,771,323 | | |
| EXPENDITURES | | | | | | | | |
| Congress Ave/Northlake to Alt A1A | | | | | | | | |
| 3501-361-1369-6120 | Right Of Way *Sobj | <u>0</u> | <u>0</u> | <u>2,880,000</u> | <u>0</u> | <u>2,880,000</u> | 0 | 2,880,000 |
| TOTAL APPROPRIATIONS & EXPENDITURES | | 51,325,849 | 51,891,323 | 2,880,000 | 0 | 54,771,323 | | |

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE

Alicia Kovalainen

DATE

3/7/16

By Board of County Commissioners
At Meeting of _____

Deputy Clerk to the
Board of County Commissioners