

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

Meeting Date: January 10, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works	
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 \$758,358 for the construction of Military Trail and Northlake Boulevard intersection improvements (Project); and
- B) **Approve** a budget amendment of \$758,358 in the Road Impact Fee Fund – Zone 1 to recognize the CIGP agreement with FDOT and appropriate the funds to the Project.

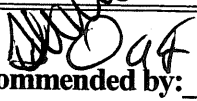

SUMMARY: Approval of this CIGP agreement will allow Palm Beach County (County) to receive a grant of up to \$758,358 (50/50 matching funds) for the Project which has a current estimated construction cost of \$1,516,716. The County will be responsible for all costs above this grant amount. The Project consists of constructing a new westbound right turn lane and a mast arm signal. Funding exists in the Five Year Program (FY2017) for the County’s portion of the project.

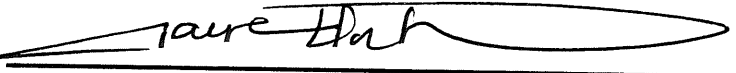
District 1 (PM)

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 up to \$758,358 in construction funding for the Project. The term of this agreement will be from the date of execution by FDOT to June 30, 2019.

Attachments:

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

Recommended by:   12/8/16
Department Director Date

Approved By:  12/20/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$1,516,716	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
Grant Revenues	(\$ 758,358)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ 758,358	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget?	Yes	No	X		

Budget Account No:

Fund 3501 Dept 361 Unit 1348 Object 6551/3404

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fees - Zone 1

Northlake Blvd and Military Trail Intersection Improvements

Construction Estimate	\$1,516,716.00
CIGP Grant Revenue	(\$ 758,358.00)
Local Match	\$ 758,358.00

Receiving grant funds for capital expenditures. Funding for intersection improvements at Military Trail and Northlake Boulevard is included in FY2017 Five Year Road Program Zone 1 Impact Fees. This is the funding source for the 50% match of \$758,358.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Lisa P. Jones 12/13/16
OFMB 12/19/16
12/13

Dr. J. J. Jones 12/20/16
Contract Dev. and Control
12/20/16

B. Approved as to Form and Legal Sufficiency:

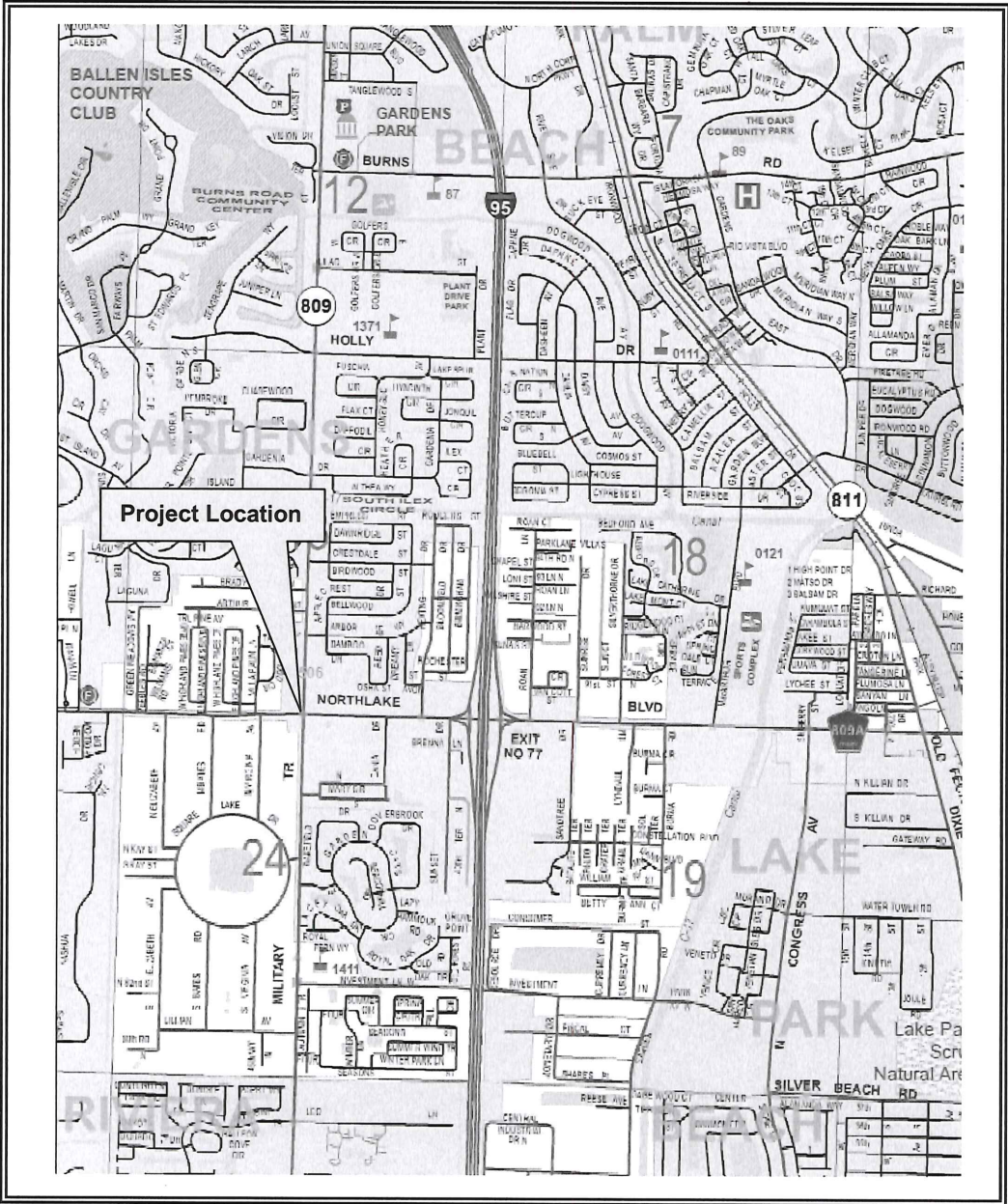
[Signature]
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

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

PROJECT LOCATION
MILITARY TRAIL AT NORTHLAKE BOULEVARD
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT #2011501



LOCATION MAP

Appropriation Bill Number(s)/Line Number (s)
SB 2000: _____
DUNS No.: 80-989-7102
CSFA No.: 55.008

Contract No.: _____
FM No.: 431645-1-54-01
FEID No.: VF-596-000-785
COUNTY: PALM BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

This County Incentive Grant Program Agreement ("Agreement"), entered into this _____ day of _____, 20____ 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. 431645-1-54-01 for intersection improvements at SR809/Military Trail and Northlake Blvd. in Palm Beach County, Florida, 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 _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement; and

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 construct the Project. Said Project consists of construction, as further described in **Exhibit A**, Scope of Services, attached hereto and made a part hereof. The COUNTY is obligated to fulfill all of its obligations as set forth

in this Agreement and to commence construction of the Project within six (6) months of the execution of this Agreement by all parties.

B. The COUNTY agrees to undertake the construction of the Project in accordance with all applicable federal, 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 federal, state and local statutes, rules, regulations, and standards.

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 construction of the Project.

D. The DEPARTMENT must approve in writing any consultant and/or contractor scope of services including Project budget. The COUNTY shall obtain the DEPARTMENT's approval of plans and specifications prior to bidding the Project. All work within DEPARTMENT right of way shall be constructed to the current edition of FDOT Standard Specifications for Road and Bridge Construction (2016), as amended.

E. Contractors must be prequalified by the DEPARTMENT, unless requested in writing and approved by the DEPARTMENT, as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended.

The CEI services will be provided by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel in writing. The COUNTY is hereby precluded from hiring the same consulting firm providing design services.

F. This Agreement and **Exhibit B**, attached hereto and made a part hereof shall act to supersede the normal requirements of the COUNTY to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

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

H. All notices (except invoices) 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.	Engineering & Public Works Dept.- Roadway Div.
Fort Lauderdale, FL 33309-3421	2300 N. Jog Road
Attn: Leos A. Kennedy, Jr.	West Palm Beach, FL 33411-2745
With a copy to: General Counsel	Attn: David Young
With a copy second copy to: Anson Sonnett	With a copy to: County Attorney

3-Term

A. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding to all parties until the Project is completed as evidenced by the written acceptance of the DEPARTMENT and the COUNTY or June 30, 2019, 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 estimated Project cost is ONE MILLION FIVE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$1,516,716.00). The COUNTY and the DEPARTMENT agree to share the cost of this Project. The COUNTY agrees to provide one-half of the cost of the Project expenditures and the DEPARTMENT agrees to provide 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 SEVEN HUNDRED FIFTY EIGHT THOUSAND THREE HUNDRED FIFTY EIGHT DOLLARS AND NO CENTS (\$758,358.00) 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.

FM No. 431645-1-54-01	FY 16/17	FY 17/18	Total Amount
Department’s Share	\$572,543.00	\$185,815.00	\$758,358.00
County’s Share	\$572,543.00	\$185,815.00	\$758,358.00
Total	\$1,145,086.00	\$371,630.00	\$1,516,716.00

i) The COUNTY acknowledges and agrees that funding for this Project may be reduced upon determination of the award amount and execution of an amendment by both parties.

ii) The COUNTY shall submit one (1) 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.

iii) All costs charged to the Project shall be supported by executed payrolls, time records, invoices, contracts, and/or vouchers evidencing in detail the nature and propriety of the charges. The COUNTY will be reimbursed only for actual expenses incurred during the Agreement time period that are directly related to the construction 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 431645-1-54-01, the quantifiable, measurable, and verifiable units of deliverable are described more fully in **Exhibit C, Deliverables**, attached hereto and made a part hereof.

C. Upon submission of a quarterly invoice, the DEPARTMENT's Project Manager will notify the DEPARTMENT's local Operations Engineer 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 preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit C**. 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 must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the paragraph above, has been met.

E. The COUNTY must obtain the prior written approval from the DEPARTMENT, if deviating from the Deliverables in **Exhibit C**, prior to the COUNTY implementing the changes.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final written acceptance of the Project by the DEPARTMENT. Invoices submitted after the 180 day 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.

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

H. 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 COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plans describing how the COUNTY 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 plans is unacceptable to the DEPARTMENT, the COUNTY 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 COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

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

J. The COUNTY agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.”

P. 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.

Q. 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 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 COUNTY's sovereign immunity.

To the fullest extent permitted by law, the COUNTY's consultant shall indemnify and hold harmless the COUNTY, the DEPARTMENT, 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 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 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 into agreements with in connection with the Project to cause the DEPARTMENT and the COUNTY to be made Additional Insureds 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, 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/ Vendor/ Contractor acknowledges and agrees to the following:

1) The COUNTY/ Vendor/ Contractor shall utilize the United States (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

2) The COUNTY/ Vendor/ Contractor shall expressly require any subcontractors performing work or providing services pursuant to the state 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 term of the contract.

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

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 D** 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

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

i. 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.

ii. If the DEPARTMENT requires termination of the Agreement for any reason whatsoever in the sole discretion of the DEPARTMENT, 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.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY. The COUNTY shall return the Project area to the same or better condition as existed before commencement of the Project.

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 all 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, the COUNTY has caused this Agreement to be executed in its behalf this ____ day of _____, _____, by the Mayor of the Board of Commissioners, authorized to enter into and execute same by Resolution Number ____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Director of Transportation Development for District _____, Florida Department of Transportation, this _____ day of _____, _____.

PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK

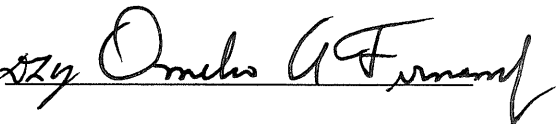
BY: _____
NAME: _____
TITLE: _____ MAYOR _____
_____ day of _____, 20____

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS:

BY: _____
COUNTY ATTORNEY

BY:  _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

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

NAME: _____

DISTRICT _____

LEGAL REVIEW:

OFFICE OF THE GENERAL COUNSEL

EXHIBIT "A"
SCOPE OF SERVICES
FM# 431645-1-54-01
SR-809/Military Trail & Northlake Blvd.

Construction for this Project will include, but not limited to the following:

- Construction of a west bound right turn lane
- Installation of new mast arms
- ADA upgrades to all curb ramps, sidewalks, and curb and gutters within the Project's limits

The COUNTY shall perform the following services at their sole cost and expense:

- Continuation of Professional Engineering Services for the reconstruction of the intersection at SR-809/Military Trail and Northlake Blvd. (Post Design)
- Utility work and/or relocation
- Installation of landscaping
- Installation of an irrigation system

Exhibit “B”

SPECIFICATION GUIDELINES FOR PERMITS

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT’S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual (“PPM”) Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”) and the DEPARTMENT Traffic Engineering Manual. The COUNTY will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the COUNTY shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The COUNTY shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
2. The COUNTY shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The COUNTY shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is **Melanie Straub** located at **7900 Forest Hill Boulevard, West Palm Beach, FL 33413**, Telephone number **561-370-1125**, Email address: **melanie.straub@dot.state.fl.us**.
3. The COUNTY shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The COUNTY is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the COUNTY that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.
4. The COUNTY shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

5. The COUNTY will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the COUNTY, except as may otherwise be provided in separate agreements. The COUNTY shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the COUNTY's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The COUNTY shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
8. The COUNTY shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
9. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the COUNTY. The COUNTY shall bear all construction delay costs incurred by the DEPARTMENT.
10. The COUNTY shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
11. The COUNTY will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

12. The COUNTY will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by COUNTY and DEPARTMENT personnel. Upon completion of construction, the COUNTY will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the COUNTY shall remove its presence, including, but not limited to, all of the COUNTY's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
13. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the COUNTY. The COUNTY shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the COUNTY and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the COUNTY fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the COUNTY with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the COUNTY's sole cost and expense, without DEPARTMENT liability to the COUNTY for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the COUNTY with an invoice for the costs incurred by the DEPARTMENT and the COUNTY shall pay the invoice within thirty (30) days of the date of the invoice.
14. The COUNTY shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The COUNTY shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
15. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the COUNTY to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
16. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that

an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

17. Restricted hours of operation will be from 9:00am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
18. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure.

**Barbara Kelleher
Florida Department of Transportation
Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309
954-777-4090**

EXHIBIT C

DELIVERABLES

FM# 431645-1-54-01

Description	Unit	Estimated Quantity
MOBILIZATION	LS	1
MAINTENANCE OF TRAFFIC	LS	1
CLEARING AND GRUBBING	LS	1
REGULAR EXCAVATION	CY	1297
EMBANKMENT (COMPACTED IN-PLACE)	CY	23
OPTIONAL BASE GROUP 13	SY	965
ASPH CONCRETE FRICTION COURSE, TRAFFIC C, (1") FC-9.5	TN	54
ASPH CONCRETE FRICTION COURSE, TRAFFIC C, (1.5") FC-12.5	TN	638
SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	451
MILLING EXISTING ASPHALT PAVEMENT, 1.5" AVERAGE DEPTH	SY	5396
CLASS I CONCRETE (GRAVITY WALL)	CY	6.2
CONTROL STRUCTURE	EA	1
INLETS (CURB) (TYPE P-3) (<10')	EA	4
INLETS (CURB) (TYPE P-6) (<10')	EA	1
PIPE CULVERT OPT MATL, ROUND, 15" SD	LF	8
PIPE CULVERT OPT MATL, ROUND, 18" SD	LF	150
STORM SEWER PUMPING (EXIST) (24" OR LESS)	LF	246
FRENCH DRAINS (18" DIA) (INLC. BALLAST ROCK & FILTER)	LF	175
CONCRETE CURB & GUTTER (TYPE F)	LF	1448
ENGRAVING OF CURB FACE	EA	4
COLOR TREATED AND STAMPED CONCRETE	SY	152
CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	559
SODDING (ARGENTINE BAHIA)	SY	577
TRAFFIC CONTROL OFFICER (NON MOT)	MH	50
POLE REMOVAL - DEEP- DIRECT BURIAL	EA	4
2-2" PVD CONDUITS (SCH40) TRAFFIC F/O CALBE	LF	650
PULL BOX (SMALL)	EA	2
PULL BOX (LARGE)	EA	2
TRAFFIC SIGNAL	LS	1
PAVEMENT MARKING AND SIGNAGE	LS	1
CLASS I CONCRETE (MISC)	CY	10
FLOWABLE FILL	CY	10
PREMIUM FOR CONFLICT CONDITION	EA	1
CHANGE (VARIABLE MESSAGE) SIGN (NON MOT)	ED	50
INLETS (CURB) (TYPE P-3) (>10')	EA	1
INLETS (CURB) (TYPE J-6) (<10')	EA	1
INLETS (CURB) (TYPE J-3) (<10')	EA	1
INLETS (CURB) (TYPE J-6) (>10')	EA	1
MANHOLE (TYPE P-7) (<10')	EA	1
MANHOLE (TYPE J-7) (<10')	EA	1
STORM SEWER CLEANING (24" OR LESS)	LF	246

EXHIBIT D

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:** \$ 758,358.00

*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-2017-

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 MILITARY TRAIL AT NORTHLAKE BOULEVARD INTERSECTION IMPROVEMENT PROJECT.

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a County Incentive Grant Program (CIGP) grant to help finance improvements to the intersection of Military Trail and Northlake Boulevard (Project); and

WHEREAS, 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 Project; and

WHEREAS, through this Agreement, FDOT will provide grant funding for Project construction; 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 Paulette Burdick, Mayor	-
Commissioner Melissa McKinlay, Vice Mayor	-
Commissioner Hal Valeche	-
Commissioner Dave Kerner	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2017.

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
LEGAL SUFFICIENCY

SHARON BOCK, CLERK AND
COMPTROLLER

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

2017- _____

Page 1 of 1

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Road Impact Fee Zone 1

BGRV 113016-108
BGEX 113016-433

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/30/2016	REMAINING BALANCE
<u>REVENUES</u>								
<u>Northlake Blvd and Military Trail Intersection Imp</u>								
3501-361-1348-3404	State Grant Capital – Transport	52,373	52,373	758,358	0	810,731		
TOTAL RECEIPTS & BALANCES		58,450,672	58,187,773	758,358	0	58,946,131		
<u>EXPENDITURES</u>								
<u>Northlake Blvd and Military Trail Intersection Imp</u>								
3501-361-1348-6551	Road & Street Improvements	0	0	758,358	0	758,358	0	758,358
TOTAL APPROPRIATIONS & EXPENDITURES		58,450,672	58,187,773	758,358	0	58,946,131		

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of _____

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

Alice Koralanew

11/30/16

Deputy Clerk to the
Board of County Commissioners