

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

Meeting Date: May 18, 2021

Consent Regular
 Ordinance Public Hearing

Department:

Submitted By: Office of Financial Management and Budget

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement between Palm Beach County (County) and the Palm Beach Metropolitan Planning Organization d/b/a the Palm Beach Transportation Planning Agency (TPA).

Summary: The TPA operated under an agreement for staff services and facilities with the County beginning October 1, 1985 and ending September 30, 2019. During this time period, pursuant to the agreement, the County regularly appropriated and advanced funds to the TPA, resulting in a balance of \$420,086. Under the terms of the agreement, funds advanced to the TPA were to be reimbursed to the County. With the TPA now operating fully on its own, in lieu of the reimbursement to the County of these advances, this Interlocal Agreement will transfer \$100,000 of the remaining balance to the TPA in return for the COUNTY executing an Interlocal Agreement with FDOT committing the COUNTY to continued operations and maintenance of SR 80 street lighting throughout its useful life. This is contingent upon FDOT affording the County substantially similar terms and conditions for the SR 80 street lighting as provided in the 2004 State Highway Lighting, Maintenance, and Compensation agreement between FDOT and the COUNTY. Countywide (MM).

Background and Policy Issues: The TPA ended its agreement for staff services and facilities with the County on September 30, 2019 and currently operates on its own.

Attachments:

1. Interlocal Agreement
2. 2004 State Highway Lighting, Maintenance, and Compensation agreement between FDOT and the COUNTY

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> \$0 </u>	_____	_____	_____	_____
#ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No.: Fund: Dept: Unit: Object: _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Lisa Mann 4/29/21
 AP 4/29 OFMB gfa 4/24/21

Dr. J. Jacobson 4/30/21
 Contract Administration

B. Legal Sufficiency:

JA 5/12/2021
 Assistant County Attorney

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT
FOR DISPOSITION OF TPA FUND BALANCE
BETWEEN THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND PALM BEACH COUNTY**

This Interlocal Agreement is made as of this ___ day of _____, 2021, by and between the Palm Beach Metropolitan Planning Organization d/b/a the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as "TPA") and Palm Beach County, a political subdivision, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS, the TPA was created by and operates pursuant to Section 339.175, Florida Statutes, and the Interlocal Agreement for Creation of the Metropolitan Planning Organization, recorded on October 26, 2015, in Official Records Book 27885, Page 1538, Public Records of Palm Beach County, Florida; and

WHEREAS, the TPA operated under an agreement for staff services with the COUNTY for the period of time beginning October 1, 1985 and terminating March 31, 2013 and then under a second interlocal agreement for staff and services with the COUNTY for the period of time beginning April 1, 2013 and terminating January 31, 2020; and

WHEREAS, pursuant to the second amendment to the second interlocal agreement for staff and services, the COUNTY ceased to incorporate the TPA into its budgetary system and TPA staff ceased to be employees of the County on or around September 30, 2019; and

WHEREAS, TPA and COUNTY staff worked collaboratively to confirm a final reconciled cash balance of \$420,086.00 for Fund 1360, the TPA fund while hosted by the County; and

WHEREAS, the COUNTY desires to disburse \$100,000.00 of the final reconciled balance to the TPA and to retain the remaining \$320,086.00; and

WHEREAS, the TPA Board, at the request of the Mayor of Belle Glade and the District 6 County Commissioner, has prioritized and endorsed the programming of \$14.6M of federal transportation dollars for the installation of street lighting on the SR 80 corridor between SR 15 and CR 880 in unincorporated Palm Beach County, necessitating a commitment by the County for the continued operations and maintenance of the SR 80 street lighting; and

WHEREAS, the Florida Department of Transportation (FDOT) has estimated \$315,000 as the annual cost of operations and maintenance for the SR 80 street lighting and has indicated a willingness to reimburse the COUNTY for a portion of the operations and maintenance costs incurred by the COUNTY for the SR 80 street lighting, pursuant to the terms and conditions of the 2004 State Highway Lighting, Maintenance, and Compensation agreement between FDOT and the COUNTY, as it may be amended and/or supplemented from time to time; and

WHEREAS, the TPA is agrees to the County's retention of \$320,086.00 from Fund 1360 to be used to offset the COUNTY's non-reimbursed costs for the operations and maintenance of the SR 80 street lighting, in exchange for a commitment from the County to the continued operations and maintenance of the SR 80 street lighting throughout its useful life, contingent upon annual appropriations for this purpose by the Board of County Commissioners and FDOT extending substantially similar terms and conditions to the COUNTY for the SR 80 street lighting as provided in

the 2004 State Highway Lighting, Maintenance, and Compensation agreement between FDOT and the COUNTY.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the TPA and the COUNTY agree as follows:

Section 1. Incorporation of Facts. The recitals ("WHEREAS" clauses) set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference.

Section 2. Responsibilities of the COUNTY.

- A. The COUNTY will disburse \$100,000.00 to the TPA as its share of the final reconciled balance of Fund 1360.
- B. In addition to retaining \$320,086.00 from the final reconciled balance of Fund 1360 as part of the COUNTY's general fund, the COUNTY will execute an Interlocal Agreement with FDOT committing the COUNTY to continued operations and maintenance of the SR 80 street lighting throughout its useful life.
- C. The COUNTY's responsibility in Section 2.B above is contingent upon annual appropriations for this purpose by the Board of County Commissioners and FDOT extending substantially similar terms and conditions to the COUNTY for the SR 80 street lighting as provided in the 2004 State Highway Lighting, Maintenance, and Compensation agreement between FDOT and the COUNTY.

Section 3. Responsibilities of the TPA.

- A. The TPA accepts disbursement of \$100,000.00 from the COUNTY as its share of the final reconciled balance of Fund 1360.
- B. The TPA accepts the COUNTY's retention of \$320,086.00 from the final reconciled balance of Fund 1360 in exchange for the COUNTY's commitment to execute an Interlocal Agreement with FDOT for the continued operations and maintenance of the SR 80 street lighting throughout its useful life, subject to the contingency expressed in Section 2.C above.
- C. The TPA agrees to facilitate discussions between FDOT and the COUNTY to ensure that the COUNTY is afforded substantially similar terms and conditions for the SR 80 street lighting as provided in the 2004 State Highway Lighting, Maintenance, and Compensation agreement between FDOT and the COUNTY.

Section 4. Representatives. The TPA's representative during the performance of this Agreement is its Executive Director, and the COUNTY's representative during the performance of this Agreement is its Assistant County Administrator.

Section 5. Effective Date and Term. This Agreement shall take effect upon execution by both parties and shall remain in full force and effect until:

- A. The COUNTY has made the disbursement specified in Section 2.A, and
- B. The COUNTY has either executed an Interlocal Agreement with FDOT as specified in Section 2.B or notified the TPA in writing that it will not execute an agreement with FDOT

pursuant to the contingency clause in Section 2.C.

IN WITNESS WHEREOF, the undersigned parties have approved this Interlocal Agreement and directed the undersigned officials to execute the Agreement on their behalf.

COUNTY

TPA

Palm Beach County
Board of County Commissioners

Palm Beach MPO, d/b/a
Palm Beach Transportation
Planning Agency

By: _____
David Kerner, Mayor

By: _____
Fred Pinto, Chair

Date: _____

Date: _____

Attest for COUNTY:
Joseph Abruzzo, Clerk & Comptroller

Attest for TPA:

Print Name: _____

Margarita Pierce, Executive Administrator

Approved this ___ day of _____, 2021

Approved this ___ day of _____, 2021

Approved as to Terms and Conditions

Approved as to Terms and Conditions




Todd Bonlarron
Assistant County Administrator

Nick Uhren, P.E.
TPA Executive Director

Approved as to Form and Legal Sufficiency

Approved as to Form and Legal Sufficiency



Denise Nieman
County Attorney

Paul R. Gougelman, Esq.
TPA General Counsel

RESOLUTION NO. R-2004- 0435

**RESOLUTION AUTHORIZING THE EXECUTION OF A ROADWAY LIGHTING
SYSTEM MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION AND PALM BEACH COUNTY**

WHEREAS, Palm Beach County (COUNTY) deems it in the public interest to provide for the operation of certain street lights on the State Highway System within Palm Beach County and to enter into the attached State Highway Lighting Maintenance and Compensation Agreement (AGREEMENT) with the State of Florida Department of Transportation.

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the following be established:

1. That the COUNTY concurs in the provisions of the AGREEMENT, attached hereto, pertaining to the maintenance and operation of street lighting on the State Highway System as provided for under the AGREEMENT.

2. That the COUNTY authorizes the County Administrator or his designee to acknowledge legally and to approve the annual "State Highway Lighting, Maintenance and Compensation Agreement Work Order", which is required to obtain the annual compensation from the State as provided for under the AGREEMENT.

3. That the COUNTY authorizes the AGREEMENT to be executed by the County Administrator or his designee.

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

KAREN T. MARCUS, CHAIR	- Aye
TONY MASILOTTI, VICE CHAIR	- Aye
JEFF KOONS	- Aye
WARREN H. NEWELL	- Absent
MARY McCARTY	- Aye
BURT AARONSON	- Aye
ADDIE L. GREENE	- Aye

The Chair thereupon declared the Resolution duly passed and adopted this 16 day of March 2004.

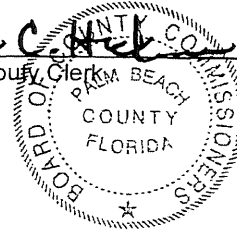
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKEN, CLERK

By: *Malcolm R. Platt*
Assistant County Attorney

By: *Linda C. Helton*
Deputy Clerk



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THIS AGREEMENT, entered into this 19th day of April, year of 2004, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and PALM BEACH COUNTY, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by the **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and the **FDOT** agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the **FDOT** and the **MAINTAINING AGENCY**.

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attachment 2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 175,589.00 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the Maintaining Agency, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

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

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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The **FDOT**, 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 shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** 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 (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** 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 **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.

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- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

AMY HARRIS
 PALM BEACH COUNTY
 160 AUSTRALIAN AVENUE
 WEST PALM BECH, FL 33416-1229

FDOT:

DISTRICT MAINTENANCE ENGINEER
 FLORIDA DEPARTMENT OF TRANSPORTATION
 3400 WEST COMMERCIAL BOULEVARD
 FT. LAUDERDALE, FL 33309

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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.
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

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8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the Maintaining Agency in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the Maintaining Agency hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY APPROVED AS TO FORM AND LEGAL SUFFICIENCY *[Signature]*
ASSISTANT COUNTY ATTORNEY
BY: (Signature) *[Signature]* ATTEST *[Signature]* DATE: _____
(Typed Name: Karen T. Marcus) DOROTHY H. WELKENS
(Typed Title: Chair) CLERK Deputy Clerk)
Approved as to Terms and Conditions
By: *[Signature]*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) *[Signature]* DATE: 4/19/04
(Typed Name: GERRY O'REILLY P.E.)
(Typed Title: DIRECTOR OF TRANSPORTATION DEVELOPMENT)

FDOT Legal Review

BY: (Signature) *[Signature]* DATE: Apr. 19, 2004
District Counsel
(Typed Name: DAWN RADUANO)

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EXHIBIT A

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@; user I.D. FI913RP
 <MVS@DOT>
 04/13/2004 03:53 PM

To: RD446AE@dot.state.fl.us
 cc:
 Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT BD973

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #BD973 Contract Type: BM Method of Procurement: G
 Vendor Name: PALM BEACH COUNTY BOCC
 Vendor ID: VF596000785027
 Beginning date of this Agmt: 04/26/04
 Ending date of this Agmt: 12/30/05

 Description:
 Statewide Highway Lightng Maintenance & Compensation Agreeem
 ent

 ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT
 (FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
 AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED
 55 044010410 *HM *242052 * 175589.00 *40512117231 *028
 2004 *55150200 *088712/04
 0001 *00 * *0001/04

 TOTAL AMOUNT: *\$ 175,589.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 04/13/2004

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