

3-C-10

AGENDA ITEM SUMMARY

Submitted By: Engineering and Public Works
Submitted For: County Engineer

9/26/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<2,300,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	<2,300,000>	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No ☒

Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program

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

County Transportation Trust Fund
FY 2006 Hurricane
Federal Grant Other Transportation

Reimbursement is subject to approval of the claims submitted. Once sufficient funds are received for Palm Beach County Claims, a budget amendment will be prepared to recognize the revenue and appropriate it as necessary.

C. Departmental Fiscal Review: R.D. Ward 9/19/06

III. REVIEW COMMENTS

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

Mark Rink 9-28-06
SS 9/27/06 OFMB

Jim J. Jones 10/3/06
Contract Dev. and Control
B. Jones 10/1/06

B. Approved as to Form and Legal Sufficiency:

Marlene Rink 10/5/06
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

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

R2006 0818 MAY 18 2006

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMERGENCY JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 9th day of JUNE 2006, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, State of Florida, located at 160 AUSTRALIAN AVENUE, WEST PALM BEACH, FLORIDA 33406, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY provide debris removal along Federal Highway Administration (FHWA) functionally classified road(s) damaged by Hurricane Wilma, as necessary. These hurricane emergency relief efforts are located within Palm Beach County and are hereinafter referred to as the Project. Refer to Exhibit "A" of this AGREEMENT for a detailed Scope of Services; and,

WHEREAS, the DEPARTMENT is prepared to allocate funds towards debris removal in accordance with the Executive Order 05-219, dated October 19, 2005 for Hurricane Wilma, *under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs for Financial Project Number(s): 420529-3-D8-11* listed in Exhibit "B" annexed hereto and made a part hereof. All FHWA non-participating costs shall be borne by the COUNTY; and,

WHEREAS, the repairs of these FHWA functionally classified Federal-aid road(s) damaged by Hurricane Wilma are in the interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious and economical for the COUNTY to perform such activities; and,

R-2006-0818

WHEREAS, the COUNTY by Resolution No. _____ adopted on May 16th, 2006, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this AGREEMENT.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The COUNTY shall be responsible for assuring that the Project complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
3. The DEPARTMENT agrees to reimburse the COUNTY only for eligible costs associated with hurricane emergency relief efforts & associated CEI services of the aforementioned improvements as stated in the FHWA Detailed Damage Inspection Reports, copies of which are attached hereto and made a part hereof as Exhibit "B". All other costs are to be borne by the COUNTY.

For satisfactory completion of all services on or before April 21, 2006, time being of the essence, and as described in the attached Detailed Damage Inspection Report (DDIR), the DEPARTMENT will pay the COUNTY funds received from FHWA a total amount not to exceed SIX HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$694,407.00)

4. The DEPARTMENT shall have ten (10) working days to approve any invoice submitted by the COUNTY. Travel expenses are not authorized in this agreement. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper per-audit and post-audit thereof. Invoice(s) shall be submitted to State DEPARTMENT of Transportation at 3400 W. Commercial Boulevard; Ft. Lauderdale, FL 33309; Attn: William Wang

The **COUNTY** shall comply with the Federal and State Audit provisions set forth in **Exhibit "D"** which is attached hereto and made part of this Agreement.

5. The Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the **COUNTY** under any circumstances without the prior written consent of the **DEPARTMENT**. However this Agreement shall run to the **DEPARTMENT** and its successors.
6. This Agreement shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until **June 30, 2007**. All invoices and supporting documentation must be received by this date.
7. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contracts which by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during the 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 (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.
8. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all records of the Contractor and subcontractors considered necessary by the **DEPARTMENT** for the proper audit of costs.
9. The **DEPARTMENT** may cancel this Agreement for refusal of the **COUNTY** to allow public access to all documents, papers, letters, of other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the **COUNTY** in conjunction with this Agreement and shall make provisions in its Agreements with its consultants and sub-consultants to terminate for failure to comply with this provisions.
10. The **COUNTY** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **COUNTY**, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **COUNTY**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the Agreement without liability.
11. To the extent allowed by the Laws of Florida, the **PARTICIPANT** hereby agrees to indemnify, defend, save, and hold harmless the **DEPARTMENT** from all claims, demands liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission, or commission of the **PARTICIPANT**, its agents, employees, contractors, subcontractors and/or consultants arising out of this contract or the work which is the subject hereof. In addition, with respect to any of the **PARTICIPANT'S** agents, consultants, contractors, and/or sub-contractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suites of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, contractors, and/or sub-contractors. The **COUNTY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

12. The Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. Section 215.422(5), Florida Statutes, request the **DEPARTMENT** to include a statement of vendor rights in the Agreement. The **COUNTY** is hereby advised of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) days to inspect the goods and services provided by the **COUNTY**. The **DEPARTMENT** has twenty (20) days to deliver a request for payment to the **DEPARTMENT** of Financial Services. The twenty days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved by the **DEPARTMENT**.

If payment is not available with forty (40) days a separate interest penalty at a rate as established pursuant to Section 215.422 (3) (b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **COUNTY**. Interest payments of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices which have been returned to the **COUNTY** because of invoice preparations errors will result in delay in the payment. The invoice payment requirements do no start until a properly completed invoice is provided the **DEPARTMENT**.

Vendor Ombudsman has been established with the **DEPARTMENT** of Financial Services. The duties of this individual include acting as an advocate for the **COUNTY** in the event that the **COUNTY** may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline 1-800-848-3792.
17. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.
18. The **DEPARTMENT** agrees to pay the **COUNTY** for the services herein described at compensation as detailed in this Agreement. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services 215.422 (14), Florida Statute, or by the Department's Comptroller under section 334.044(29), Florida Statutes.
19. 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 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a 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 36 months from the date of being placed on the convicted vendor list.
20. The **DEPARTMENT'S** obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
21. The **DEPARTMENT** will consider the employment by any contractor of unauthorized aliens a violation of Section 274A9e) of the Immigration and nationality Act. If the participant knowingly employees unauthorized aliens, such violation shall be cause for unilateral cancellations of this agreement.
22. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following address:

If to the DEPARTMENT:

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

If to the COUNTY:

Palm Beach County
Engineering Department
160 Australian Avenue
West Palm Beach, Florida 33406
With a copy to: **Robert Ward**
With a second copy to: Attorney


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.

R2006 0818
PALM BEACH COUNTY, Florida, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: *Tony Maslotti*
NAME: TONY MASLOTTI
TITLE: CHAIRMAN
_____ day of MAY 18 2006, 2006


**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: *[Signature]*
DIRECTOR OF TRANSPORTATION SUPPORT



**ATTEST:
SHARON R. BOCK**

Judith C...
CLERK & COMPTROLLER
CIRCUIT COURT



APPROVED: (AS TO FORM)

BY: *[Signature]*
DISTRICT GENERAL COUNSEL

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: *Marlene R. Gitt*
COUNTY ATTORNEY

APPROVED:

BY: *Antonette P. O'D...*
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: *Hilla Connel*

EXHIBIT A

SCOPE OF SERVICES

As a result of Hurricane Wilma, the **COUNTY** will perform "Emergency" work described in the signed Detailed Damage Inspection Reports (DDIR's) listed in **Exhibit "B"** to restore Federal Aid Roads damaged during Hurricane Wilma. The **DEPARTMENT** will seek the maximum amount of FHWA funding available for reimbursement to the **COUNTY**.

The **COUNTY** will be responsible for verification of eligibility and costs and will submit the supporting documentation directly to the **DEPARTMENT** for review and approval. All work is subject to meeting eligibility criteria. It is the responsibility of the **COUNTY** performing the work to provide the documentation necessary to the **DEPARTMENT** to justify the eligibility of items of work and the actual costs incurred for the emergency work described in the DDIR's. The **COUNTY** will submit with each invoice and supporting documentation package certification of work completed and costs incurred. **Exhibit "C"** of this agreement will be used as the certification document. This document must be filled out completely and notarized.

The **COUNTY** shall submit for payment with supporting documentation described above no more than ninety (90) days after work is completed or from the execution date of this JPA.

EXHIBIT "B"

WILMA FHWA-ER DDIR AND FINANCIAL PROJECT NUMBERS

The **COUNTY/ CITY/ TOWN** will receive progress payments for services based on the work that has been completed and accepted by the **DEPARTMENT** during the billing period. The **COUNTY/ CITY/ TOWN** will invoice the **DEPARTMENT** with a breakdown by **DDIR** and **Financial Project Number (FM)** for the amount to be reimbursed. The invoice will not be accepted if the supporting documentation is incomplete and/or invoiced costs are not eligible.

DDIR Report #	Reimbursement FM#				
		Location	Description	Emergency	Subtotals
WI86-018	420526-3-D8-05	Town of Pembroke Park	Debris	\$54,825.19	\$54,825.19
WI88-004	420527-3-D8-01	City of Sebastian	Debris/ Sign	\$38,068.95	\$38,068.95
WI88-006	420529-1-D8-01; 420527-1-E8-01	Indian River County	Debris/ Sign	\$233,900.00	\$233,900.00
WI93-025	420529-3-D8-07	Town of Juno Beach	Debris	\$18,313.08	\$18,313.08
WI93-026	420529-3-D8-10	Town of Briny Breezes	Debris	\$2,474.46	\$2,474.46
WI93-027	420529-3-D8-11	Palm Beach County	Debris	\$694,407.00	\$694,407.00
WI93-029	420529-2-D8-03	Town of Gulf Stream	Debris	\$28,568.42	\$28,568.42
WI93-030	420529-2-D8-01	Town of Manalapan	Debris	\$2,144.80	\$2,144.80
WI93-032	420529-2-D8-02	Town of Highland Beach	Debris	\$55,931.71	\$55,931.71
WI94-006	420530-3F8-01; 420530-3-D8-01; 420530-3-E8-01; 420530-3-68-01	City of Port St. Lucie	Debris/ Signals/ Signs	\$413,735.85	\$413,735.85

TOTAL:	\$1,542,369
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Exhibit C

CERTIFICATION AS TO ACCURACY OF PAYMENT

The undersigned _____, on behalf of and as a duly authorized representative of, _____, (hereinafter referred to as the "Agency") hereby certifies, to the best of Agency's knowledge, information and belief, to the Florida Department of Transportation (hereinafter referred to as the "Department") as follows:

1. That the Invoice/Reimbursement Request package for Joint Participation Agreement Number _____, Financial Project Number(s) _____, (hereinafter referred to as the "Invoice") is in compliance with the Agreement, FHWA ER Manual or other acceptable plan as developed by the Agency; and

2. That the Invoice is true and correct as determined by the Agency's reasonable and independent investigation, measurements and verification of work performed; and

3. That the Agency hereby recommends that the Department make payment based on the attached Invoice and supporting documentation; and

4. That the Agency hereby agrees to indemnify and hold the Florida Department of Transportation, its officers and employees harmless from all liabilities, damages, costs, and attorney fees incurred and paid as a result of the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the preparation and/or audit of the Invoice, supporting documentation, and execution of the work as outlined in the Scope of Services. The Department also reserves the right to recover from the Agency any increased costs, delays or other damages to the Department due to errors and/or omissions under applicable Florida Statutes (334.044(2); 334.048.20.23(3)(a) and 337.015).

5. Monetary Amount Submitted _____

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of _____, by _____

(Print name of the person signing the Certification)

Notary Public

Commission Expires

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation or denial of payment, and may subject the person and/or entity making false statement to any or all civil and criminal penalties available pursuant to applicable Federal and State Law.

Authorized Agency Official

By

Title

EXHIBIT "D"

FEDERALLY FUNDED CONTRACTS

The administration of resources awarded by the Department to **PALM BEACH COUNTY** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **PALM BEACH COUNTY** regarding such audit. **PALM BEACH COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART III: REPORT SUBMISSION

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

- A. The Department at each of the following addresses:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
William Wang, Project Manager

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
William Wang, Project Manager

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
William Wang, Project Manager

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
William Wang, Project Manager

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Antonette P. Adams, Professional Services Administrator
William Wang, Project Manager

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made

available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: (FEDERAL HIGHWAY ADMINISTRATION, HIGHWAY PLANNING & CONSTRUCTION 20.205) - SIX HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$694,407.00)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

List applicable compliance requirements as follows:

- 1. *See attached Exhibit "A", Scope of Services***
- 2. a) *Most projects are administered by or through State Transportation Departments or Federal agencies.***

b) *Territorial highway projects are funded in the same manner as other Federal-aid highway projects, with territorial transportation agency functioning as the State Transportation Agency. Eligible activities and allowable costs will be determined in accordance with Title 23 and the OMB cost principles applicable to the recipient/sub-recipient.*

c) *The Emergency Relief (ER) program is intended to aid State in repairing road facilities which have suffered widespread serious damage resulting from a natural disaster over a wide area or serious damage from a catastrophic failure.*

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY
EMERGENCY JOINT PARTICIPATION AGREEMENT
AMENDMENT NUMBER ONE**

THIS AMENDMENT, made and entered into this ____ day of _____, 2006, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **PALM BEACH COUNTY**, located at 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, on June 9th, 2006, the parties entered into an Agreement, hereinafter referred to as the **AGREEMENT**, wherein the **DEPARTMENT** agreed to provide funding in connection with the disbursement of Federal Highway Administration (FHWA) ER funds to the **COUNTY** for debris removal along FHWA functionally classified county road(s) damaged by Hurricane Wilma in Palm Beach County, and hereinafter referred to as **Project # 420529-3-D8-11**; and

WHEREAS, the parties desire to amend the **AGREEMENT**; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend the Emergency Joint Participation Agreement dated June 9th, 2006, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This Amendment adds the Financial Management (FM) No.(s) **420529-3-E8-02 & 420529-3-F8-01** to this Agreement.
3. The **DEPARTMENT** agrees to disburse funding to the **COUNTY** for debris removal along FHWA functionally classified county road (s) damaged by Hurricane Wilma in Palm Beach County in the additional amount of **TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000.00)** for FM Number **420529-3-E8-02 & 420529-3-F8-01** which will make the total compensation to the **COUNTY** **TWO MILLION NINE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$2,994,407.00)** for all services required under the Agreement and this Amendment. The **DEPARTMENT'S** obligation to pay is contingent upon authorization by the Federal Highway Administration (FHWA).

All provisions, covenants, terms and conditions of the **AGREEMENT** between the parties theretofore entered into of June 9th, 2006, respectively, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

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

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

BY: _____
NAME: _____
TITLE: _____

ATTEST:
SHARON R. BROCK, CLERK

CLERK OR DEPUTY CLERK (SEAL)

**APPROVED AS TO FORM AND:
LEGAL SUFFICIENCY:**

BY: _____
COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS:

BY: *William McConnell*

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____
ROSIELYN QUIROZ
DIRECTOR OF TRANSPORTATION SUPPORT

APPROVED: (AS TO FORM)

BY: _____
DISTRICT GENERAL COUNSEL

APPROVED:

BY: _____
PROFESSIONAL SERVICES ADMINISTRATOR