

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:

Jim Rink 9-28-06
OFMB
8/9/06

Jim J. Jones 10/11/06
Contract Dev. and Control
B. Jones 10/11/06

(Handwritten initials and notes)

B. Approved as to Form and Legal Sufficiency:

Marlene R. [Signature] 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

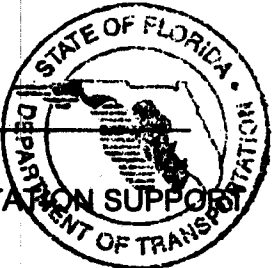
IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

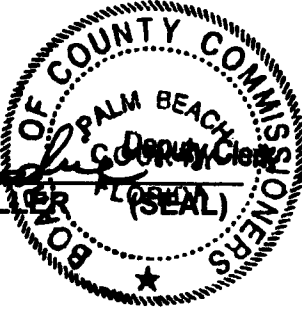
BY: *[Signature]*
DIRECTOR OF TRANSPORTATION SUPPORT



ATTEST:
SHARON R. BOCK

APPROVED: (AS TO FORM)

Judith Cooper
CLERK & COMPTROLLER
CIRCUIT COURT



BY: *[Signature]*
DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY: *Mark R. Citter*
COUNTY ATTORNEY

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

APPROVED AS TO TERMS AND CONDITIONS:

BY: *Hilla Conaell*

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 the 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 Biny 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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