

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMERGENCY JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 19th day of April 2005, 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 Ave., West Palm Beach, Florida 33406, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain repairs to the Federal Highway Administration (FHWA) functionally classified county road(s) damaged by Hurricane Jeanne. These repairs are located within Palm Beach County and are hereinafter referred to as the Project, and as detailed in Exhibit "A"; and,

WHEREAS, the DEPARTMENT is prepared to allocate funds towards the repair of county roads in accordance with the Executive Order 04-217, dated September 24, 2004 for Hurricane Jeanne and *President Bush's subsequent Disaster Declaration, dated September 26, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of for Financial Project Number(s):* listed in Exhibit "B". All FHWA non-participating costs shall be borne by the COUNTY; and,

WHEREAS, the repairs of these FHWA functionally classified county road(s) damaged by the Hurricane Jeanne 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,

WHEREAS, the COUNTY by Resolution No. 2005-0531 adopted on MARCH 15, 2005, 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 provide all design services necessary for completion of the Project.
3. The COUNTY shall obtain any permits necessary to complete the Project.
4. The COUNTY shall be responsible for assuring that the Project complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
5. The COUNTY shall make available to the DEPARTMENT upon request any existing plans relevant to the COUNTY's design and construction activities. The COUNTY will be responsible for verifying the accuracy of any Project related plans prepared on the COUNTY's behalf, and the COUNTY shall revise them as necessary to reflect 'as-built' conditions upon completion of construction. Project plans that have been modified to reflect 'as-built' conditions shall be provided to the DEPARTMENT.
6. The DEPARTMENT agrees to reimburse the COUNTY only for eligible costs associated with design, construction and construction engineering and inspection of the aforementioned

have the right to terminate the Agreement without liability.

14. To the extent allowed by the Laws of Florida, the COUNTY 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 COUNTY, and/or its employees, arising out of this contract or the work which is the subject hereof. In addition, with respect to any of the COUNTY'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 suits 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 subcontractors. 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.
15. The Agreement is governed by and construed in accordance with the laws of the State of Florida.
16. 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. Any provisions for an advance payment are provided in Exhibit "A" attached, and made part of this Agreement.
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 or by email. 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: Antonette P. Adams, (954) 777-4624
With a copy to: Matthew Price (954) 777-4442
A second copy to: District General Counsel

If to the PARTICIPANT:

Randy Whitfield
Palm Beach County
160 Australian Avenue
West Palm Beach, Florida 33406
With a copy to: George Webb
With a 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.

R2005-0531 MAR 15 2005

PALM BEACH COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Tony Masilotti
Tony Masilotti, Chairman

BY: Roselyn Quiroz
ROSIELYN QUIROZ
DIRECTOR OF TRANSPORTATION SUPPORT

ATTEST:

APPROVED: (AS TO FORM)

CITY CLERK (SEAL)

BY: [Signature]
DISTRICT GENERAL COUNSEL

APPROVED:

APPROVED:

BY: Malcolm R. [Signature]
COUNTY ATTORNEY

BY: Adrienne P. [Signature]
PROFESSIONAL SERVICES ADMINISTRATOR

Approved as to Terms
and Conditions

By: [Signature]

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: Judith [Signature]
Deputy Clerk

