3. C-15

Agenda Item #:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Oct	ober 17, 2006	[X]	Consent Workshop	[] []	Regular Public Hearing
Submitted By: Submitted For:	Engineering ar County Engine		lic Works		
	<u>I.</u>	EXEC	UTIVE BRIEF	-	
Joint Participation A January 10, 2006, to reimburse Pali	Agreement, ANV (R2006-0053) with m Beach Count lamage to Fede	/ 73, (F th the t ty (Co eral Hi	R2005-0529), o Florida Depart ounty) and th ghway Admin	dated Ament of local loc	ndment No. Three to the April 19, 2005, amended FTransportation (FDOT) If municipalities up to In (FHWA) Federal Aid Inces.
Summary: This categories identifie fiscal impact.	third Amendmen d in Exhibit B, at	t will r the re	reallocate FHV equest of the F	VA apr DOT a	proved funds within the nd causes no additiona
District: Countywid	de (MRE)				
Agreement, ANW reimburse the Coudamage caused to dated January 10, 15, 2006. Amend \$10,748,346 and	73, (R2005-0529 unty and municip traffic signs and a 2006, extended t Iment No. Two reallocated fund Three will again	9), dat calities signals he con increa ds with	ed April 19, 2 up to \$4,374, s by Hurricane appletion date o ased the amount hin the categother	2005, v 234 for France f the or ount or ories in	o a Joint Participation with the FDOT that will removal of debris and s. Amendment No. One iginal Agreement to July freimbursed funds to dentified in Exhibit B categories identified in scal impact.
2. Amendm	Agreement, ANW lent No. One, (R2 lent No. Two (R2 lents (6)	2006-0	053)		
Recommended by	y: <u> </u>	(OC) Divis	MALIL sion Director		/ <i>0/10/06</i> Date
Approved by:	Syl	Cou	M. J.J.J. nty Engineer		10/10/06 Date

II. FISCAL IMPACT ANALYSIS A. Five Year Summary of Fiscal Impact: **Fiscal Years** 2011 2007 2008 2009 2010 Capital Expenditures -0--0--0--0--0-**Operating Costs** -0--0--0--0--0-**External Revenues** -0--0--0--0--0-Program Income (County) -0--0--0--0--0-In-Kind Match (County) -0--0--0--0--0-**NET FISCAL IMPACT** -0--0--0--0--0-# ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget? Yes No **Budget Acct No.: Fund** Dept. Object Unit **Program** B. Recommended Sources of Funds/Summary of Fiscal Impact: County Transportation Trust Fund FDOT JPA for Hurricane Frances 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. Since Palm Beach County is only a pass through agency for municipal claims, funds received for them will be deposited in a holding account for dispersal to the appropriate entity. C. Departmental Fiscal Review: III. REVIEW COMMENTS **OFMB Fiscal and/or Contract Dev. and Control Comments:** This amendment complies with В. Approved as to Form our review requirements. and Legal Suffic Assistant County Attorney Other Department Review:

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

Department Director

I:\WP\AgendaPage2\Agnpgtwo2007\JPA.FDOT.FHWA.Frances.Amend#3.doc

WW72

Contract No.:

R2005 0529 MAR. 15 2005

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION EMERGENCY JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 19th day of Copil 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 Frances. 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 04-192, dated September 1, 2004 for Hurricane Frances and President Bush's subsequent Disaster Declaration, dated September 6, 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 Frances 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. 2005-052 9 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.
- The COUNTY shall obtain any permits necessary to complete the Project.
- The COUNTY shall be responsible for assuring that the Project complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
- 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

 Page 1

improvements as stated in the FHWA Detailed Damage Inspection Reports, copies of which are attached hereto and made a part hereof. All other costs are to be borne by the COUNTY.

For satisfactory completion of all services as detailed in Exhibit A (Scope of Services) and the attached Detailed Damage Inspection Report of this Agreement, the DEPARTMENT will pay the PARTICIPANT funds received from FHWA a total not to exceed FOUR MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-ONE CENTS (\$4,374,234.81).

- 7. The DEPARTMENT shall have ten (10) working days to approve any invoice submitted by the COUNTY. A completed copy of **Exhibit "C"**, **CERTIFICATION AS TO ACCURACY OF PAYMENT**, must accompany all invoices Project costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the Agreement. 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: Matthew Price.
- 8. 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.
- 9. This Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until **January 15, 2006**. All invoices and supporting documentation must be received by this date.
- 10. 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.
- 11. 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 three 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.
- 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.
- 13. 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 Page 2

employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall 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

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.

- 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.
- 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

No, hereto attached.	
R2005 0529 MAR 15 2005 PALM BEACH COUNTY	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Tony Masilotti, Chairman	BY: MANUEL ROSIELYN QUIROZ
ATTEST:	DIRECTOR OF TRANSPORTATION SUPPORT APPROVED: (AS TO FORM)
Sharon R. Bock, Clurk & Commodiler Palm Beach County M. BEACH TO	BY: DISTRICT SEMERAL COUNSEL
Deputy Clerk FLORIDA APPROVED:	APPROVED:
BY: MONING OFFICE	BY:

MilleConnec

EXHIBIT A

SCOPE OF SERVICES

As a result of Hurricane Frances, the COUNTY or other LOCAL MUNICIPALITY 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 Frances. The DEPARTMENT will seek the maximum amount of FHWA funding available for reimbursement to the COUNTY.

The COUNTY will act as the reimbursement agency to the LOCAL MUNICIPALITIES within the county performing work described in the DDIR's. The COUNTY will then be reimbursed by the DEPARTMENT for work performed by the COUNTY or LOCAL MUNICIPALITY. The COUNTY shall reimburse the LOCAL MUNICIPALITY within forty (40) calendar days after notification from the Department of the approved invoiced amount. The DEPARTMENT will verify work has been completed and the amounts invoiced are correct prior to issuance of payment.

In the event the COUNTY is unable to advance reimbursement to the LOCAL MUNICIPALITY for work already completed by the LOCAL MUNICIPALITY, the DEPARTMENT will pay to the COUNTY, upon receipt of the invoice and approval of supporting documentation, an amount equal to the invoice received by the COUNTY from the LOCAL MUNICIPALITY. All invoices received by the county shall clearly separate the cost to the LOCAL MUNICIPALITY from the COUNTY's cost billed to the DEPARTMENT. All LOCAL MUNICIPALITY costs invoiced must have been incurred by the LOCAL MUNICIPALITY prior to the date of the invoices. All invoices submitted to the DEPARTMENT must provide complete documentation, including a copy of the LOCAL MUNICIPALITY invoice, to substantiate the cost on the invoice. Subsequent to the first invoice from the COUNTY, each invoice must contain a statement from the County that previous month's cost incurred by the LOCAL MUNICIPALITIEs have been paid by the COUNTY to the LOCAL MUNICIPALITY. The DEPARTMENT will hold future payments and/or reimbursement due to the COUNTY for failure to issue payment to the LOCAL MUNICIPALITIES for

The COUNTY will not be responsible for verification of eligibility and costs to LOCAL MUNICIPALITIES. The LOCAL MUNICIPALITIES will submit the supporting documentation directly to the DEPARTMENT for review and approval. The DEPARTMENT will notify the COUNTY by email or certified mail, return receipt requested, of the approved amount to be invoiced for reimbursement to the LOCAL MUNICIPALITY by

All work is subject to meeting eligibility criteria. It is the responsibility of the agency performing the work to provide the documentation necessary to justify the eligibility of items of work and the actual costs incurred for the emergency work described in the DDIR's. Each agency 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

If any cost reimbursed by the DEPARTMENT to the COUNTY are determined ineligible or non-participating by FHWA, the DEPARTMENT will notify the COUNTY. The COUNTY, upon notification will have 40 (forty) days to provide reimbursement to the Department for these ineligible costs.

The COUNTY and LOCAL MUNICIPALITY 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.

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EXHIBIT B - METHOD OF COMPENSATION FRANCES FHWA-ER DDIR AND FINANCIAL PROJECT NUMBERS

The COUNTY 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 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 inclomplete and/or invoiced costs are not eligible.

Palm Beach County

2/8/05

DDIR	Reimbursement	7			
Report #	FM #	Location		DDIR Amo	ounts
F93-005	41728927801	Various	Description	Emergency	Subtotals
F93-005		Various	Signals - County Force Account - State	\$300,000.00	
			Signals - County Force Account - non State FA	\$ 765,453.38	\$1,065,453.3
F93-006	41728927802	Vad			
F93-006	443000	Various	Signals - County Contracts - State	2000.000.00	
	1.120001002	Various	Signals - County Contracts - non State FA	\$200,000.00	
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F93-024	41728927803	Various			
F93-024	44-0	√arious	Signs - Palm Beach County - Force Account - State	\$25,000.00	
	<u></u>		Signs - Palm Beach County - Force Account - non State FA	\$174,314.23	\$199,314.23
F93-025	4470000700				
F93-025		/arious	Signs - Palm Beach County - Contracts - State		
100-025	41728937804	/arious	Signs - Palm Beach County - Contracts - State	\$100.00	
			Signs - Palm Beach County - Contracts - non State FA	\$1,349.00	\$1,449.00
F93-026	41728927805		<u> </u>		
F93-026	447000	arious	Debris - Palm Beach County - Force Account - State		
	41120331803 N	/arious	Debris - Palm Beach County - Force Account - non State FA	\$25,000.00	
			State FA	\$264,962.44	\$289,962.44
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uren		Sinte	Enginee				
uren	Yes No	State		7 %	_	Dat	-
	Yes No			Representative		1 7	0-28-04

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 ar	nd belief, to the Florida Department of Transportation
(hereinafter referred to as the "Department") as fo	illows:
, Financial Project Number	ent Request package for Joint Participation Agreement Number er(s), (hereinafter referred to as preement, FHWA ER Manual or other acceptable plan as
	rect as determined by the Agency 's reasonable and
independent investigation, measurements	and verification of work performed and
3. That the Agency hereby recome	mends that the Department make payment based on the
attached Invoice and supporting documen	tetion: and
	to indemnify and hold the Florida Department of
Transportation, its officers and employees	harmless from all liabilities, damages, costs, and attorney
fees incurred and naid as a result of the na	riginates from an habilities, damages, costs, and attorney
the Agency and persons employed or utilize	egligence, recklessness, or intentional wrongful misconduct of
Invoice, supporting documentation, and av	ted by the Agency in the preparation and/or audit of the
The Department also reserves the right to	secution of the work as outlined in the Scope of Services.
Other damages to the Department due to	recover from the Agency any increased costs, delays or
(334 044/2): 334 048 20 02(0)(-) 1 007	rrors 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	A false statement or omission made in
County of day of Sworn to and subscribed before me this day of	connection with this certification is sufficient
day of hy	cause for suspension, revocation or denial of
	payment, and may subject the person and/or
(Print name of the person signing the Certification)	entity making false statement to any or all civil
	and criminal penalties available pursuant to applicable Federal and State Law.
Notary Public	
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Commission Expires	Authorized A Off. L.)
Personally KnownOR Produced Identification	Authorized Agency Official
OK Floduced Identification	Ву
ype of Identification Produced	by :
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Michael Lucero/D4/FDOT 02/23/2005 08:34 AM

Matthew Price/D4/FDOT@FDOT, Lizz Holmes/D4/FDOT@FDOT, Antonette P To Adams/D4/FDOT@FDOT, Ron J Grabloski/D4/FDOT@FDOT, Alicia Sumpter/D4/FDOT@FDOT

CC

bcc

Subject Fw: FUNDS APPROVAL/REVIEWED FOR CONTRACT ANW73



The job FI989HLR; user I.D. FI989HL <MVS@DOT> 02/22/2005 02:54 PM

To WP413ML@dot.state.fl.us

CC

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT ANW73

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

Contract #ANW73 Contract Type: AK

Method of Procurement: G

Vendor Name: PALM BEACH COUNTY Vendor ID: VF596000785142

Beginning date of this Agmt: 02/22/05 Ending date of this Agmt: 01/15/06

************ Description:

Emergency JPA - Frances

ORG-CODE *EO *OBJECT *AMOUNT (FISCAL YEAR) *BUDGET ENTITY *FIN PROJECT *FCT *CFDA *CATEGORY/CAT YEAR

AMENDMENT ID *USER ASSIGNED ID *ENC LINE(6S)/STATUS *SEQ. **********************

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 2005

300000.00 *41728927801 *400 *

*55150200 0001 *089934/05 *00 *0001/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 *

200000.00 *41728927802 *400 *

2005 *55150200 *089934/05 0001 *01 *0002/04 Action: ORIGINAL Funds have been: APPROVED 55 044020489 *FH *242000 * 25000.00 *41728927803 *400 * 2005 *55150200 *089934/05 0001 *02 *0003/04 Action: ORIGINAL Funds have been: APPROVED 55 044020489 *FH *242000 * 100.00 *41728927804 *400 * 2005 *55150200 *089934/05 0001 *03 *0004/04 Action: ORIGINAL Funds have been: APPROVED 55 044020489 *FH *242000 * 25000.00 *41728927805 *400 * 2005 *55150200 *089934/05 *55150200 *089934/05 0001 *04 *0005/04 Action: ORIGINAL Funds have been: APPROVED 55 044020489 *FH *242000 * 200000.00 *41728927806 *400 * 2005 *55150200 *089934/05 0001 *05 *0006/04 Action: ORIGINAL Funds have been: APPROVED 55 044020489 *FH *242000 * 2005 *55150200 0001 *06 * 765453.38 *41728937801 *400 * *089934/05 *06 *0007/04 Action: ORIGINAL Funds have been: APPROVED 55 044020489 *FH *242000 * 612610.00 *41728937802 *400 * *55150200 *089934/05 0001 *07 *0008/04 Action: ORIGINAL Funds have been: APPROVED 55 044020489 *FH *242000 * 174314.23 *41728937803 *400 * 2005 *55150200 *089934/05 0001 *08 *0009/04

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DATE: 02/22/2005

R2006 0 053

AMENDMENT TO EMERGENCY JOINT PARTICIPATION AGREEMENT ANW 73, (R2005-0529), DATED APRIL 19, 2005 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

THIS AMENDMENT is made to the Emergency Joint Participation Agreement ANW 73, (R2005-0529), dated April 19, 2005 with the Florida Department of Transportation, hereinafter "DEPARTMENT", and the BOARD OF COUNTY COMMISSINERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH

WHEREAS, on April 19, 2005, the DEPARTMENT and the COUNTY entered into an Emergency Joint Participation Agreement ANW 73, (R2005-0529), providing for DEPARTMENT funding of repairs to COUNTY roads for damage caused by Hurricane Frances in an amount not to exceed FOUR MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-ONE CENTS (\$4,374,234.81) and;

WHEREAS, the completion date of the Agreement is January 15, 2006, and;

WHEREAS, the DEPARTMENT sent a letter requesting that the date of completion of the Agreement be extended an additional six (6) months to July 15, 2006; and

WHEREAS, the COUNTY and DEPARTMENT desire that this Amendment shall relate back to April 19, 2005, and the Contract continued without interruption nor lapse and its term extended for an additional six (6) month period to July 15, 2006; and

NOW, THEREFORE, in consideration of mutual covenants, promises, and agreements herein contained, the parties agree as follows:

- 1. The Inter-local Agreement dated April 19, 2005, by and between the COUNTY and DEPARTMENT shall be continued, without interruption nor lapse in its term or effect for an additional six (6) month period commencing April 19, 2005 and expiring July 15, 2006. Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:
 - 9. This Agreement shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until July 15, 2006. All invoices and supporting documentation must be received by this date.

Page 1 of 3

PACE 10F3

- 2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County and the Florida Department of Transportation.
- 3. All other provisions of the Inter-local Agreement dated April 19, 2005, shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Amendment and it is

effective on the date first above written.

R2006 0053

JAN 1 8 2006

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Tony Masilotti, Chairman

ATTEST:

SHARON R. BOCK, CLEE & COMPTROLLER

District General Counsel

APPROVED: (AS TO FORM)

APPROVED:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Professional Services Administrator

Date: 1/03/06

APPROVED AS TO TERMS AND CONDITIONS

By: HelleConacle

Date: 12/21/05

Page 3 of 3

R2006 0819

MAY 1 6 2006

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT AMENDMENT NO. TWO

THIS AMENDMENT made and entered into this <u>26Th</u> day of <u>June</u>, 200\$, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, with offices at 3400 West Commercial Blvd., Fort Lauderdale, Florida, hereinafter referred to as 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, on April 19, 2005, the parties entered into a JOINT PARTICIPATION AGREEMENT, hereinafter referred to as AGREEMENT, wherein the DEPARTMENT allocated funds towards the repair of County Roads in accordance with the Executive Order 04-192, dated September 01, 2004 for Hurricane Frances and President Bush's subsequent Disaster Declaration, dated September 6, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of Financial Project Number(s) listed in Exhibit "B" of the original AGREEMENT. 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 Hurricane Frances 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 Parties hereto amend the Agreement on December 23, 2005 (Amendment No1); and

WHEREAS, the parties further desire to amend the **AGREEMENT** for the purpose of redistribution and or providing additional funding to the <u>Detail Damage Inspection Reports</u> (DDIRs) addressed in the original **AGREEMENT**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree to further amend the **AGREEMENT** as follows:

- 1. The recitals set forth above are true and correct and are deemed incorporated herein.
- 2. Exhibit "B" of the Original Agreement shall be amended with Exhibit "B" of this Amendment No. 2, which is attached hereto and made part hereof.

3. Exhibit "B" of this Amendment increases contract Financial Management Numbers, 41728927801 is increased by \$100,000.00, 41728937804 is increased by \$2,997,390.00, 41728927805 is increased by \$185,000.00, 41728937805 is increased by 2,191,722.00, 41728927806 is increased by \$900,000.00 as indicated on Exhibit "B" of this Amendment.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of <u>April 19, 2005 and Amended on December 23, 2005</u>, 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. The effective date of the AMENDMENT shall be the execution date of this agreement.

P2006 0819 MAY 16 2006 PALM BEACH COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Tony Masilotti, Chairman

RØSIELYN QUIROZ

Director of Transportation Support

Sharon R. Boek Cherk & Combroller
Palen Beach County
Clerk of the County
(SEAL 7)

APPROVEQ: (As to Form)

District General Counsel

Professional

Services Administrator

Approved as to form and correctness:

APPROVED:

BY: Oounty Attorn

Approved as to Terms and Conditions

By: Alla aganool

2

Exhibit B CONTRACT # ANW73 Palm Beach County

LOCATION	FM NUMBER	Original Amount	Amend No. 1	Amend No. 2	AMOUNT
Signals- County Force- State	41728927801	\$300,000.00	-	\$100,000.00	\$400,000.00
Signals- County Force- non State FA	41728937801	\$765,453.38	-		\$765,453.38
Signals- County Contracts- State	41728927802	\$200,000.00			\$200,000.00
Signals- County Contract-non State	41728937802	\$612,610.00	·		\$612,610.00
Signs- Force Account- State	41728927803	\$25,000.00	-		\$25,000.00
Signs-Force Account- non State	41728937803	\$174,314.23			\$174,314.23
Signs- Contracts- State	41728927804	\$100.00	-		\$100.00
Signs-Contracts- non State	41728937804	\$1,349.00	\$40,000.00	\$2,997,390.00	\$3,038,739.00
Debris- Force Account- State	41728927805	\$25,000.00	-	\$185,000.00	\$210,000.00
Debris- Force Account- non State	41728937805	\$264,962.44	<u>-</u>	2,191,722.00	\$2,456,684.44
Debris- Contracts- State	41728927806	\$200,000.00	-	\$900,000.00	\$1,100,000.00
Debris- Contracts- non State	41728937806	\$1,805,445.76	(\$40,000.00)		\$1,765,445.76
	TOTAL	\$4,374,234.81	- I	\$6,374,112.00	\$10,748,346.81

Contract No: ANW-73 Amend-03

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT AMENDMENT NO. THREE

THIS AMENDMENT made and entered into this ________, and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, with offices at 3400 West Commercial Blvd., Fort Lauderdale, Florida, hereinafter referred to as 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, on April 19, 2005, the parties entered into a JOINT PARTICIPATION AGREEMENT, hereinafter referred to as AGREEMENT, wherein the DEPARTMENT allocated funds towards the repair of County Roads in accordance with the Executive Order 04-192, dated September 01, 2004 for Hurricane Frances and President Bush's subsequent Disaster Declaration, dated September 6, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of Financial Project Number(s) listed in Exhibit "B" of the original AGREEMENT. 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 Hurricane Frances 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 Parties hereto amended the Agreement on December 23, 2005 (Amendment No. 1); and

WHEREAS, the Parties hereto amended the Agreement on June 26, 2006 (Amendment No. 2); and

WHEREAS, the Parties further desire to amend the **AGREEMENT** for the purpose of redistribution and or providing additional funding to the <u>Detail Damage Inspection Reports</u> (DDIRs) addressed in the original **AGREEMENT**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree to further amend the **AGREEMENT** as follows:

- 1. The recitals set forth above are true and correct and are deemed incorporated herein.
- 2. Exhibit "B" of the Original Agreement shall be Amended with Exhibit "B" of this Amendment No. 3, which is attached hereto and made part hereof.

Exhibit "B" of this Agreement: decreases Financial Management Number 41728937805 by \$639,716.54; increases Financial Management Numbers: 41728927801 is increased by \$125,348.00, 41728937801 is increased by \$33,000.00, 41728927803 is increased by \$30,000.00, 41728927805 is increased by \$80,444.49, 41728927806 is increased by \$370,536.04 and Financial Management Number 41728927804 is added hereto in the amount of \$388.01

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered on April 19, 2005 and Amended on December 23, 2005 and June 26, 2006, 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. The effective date of the AMENDMENT shall be the execution date of this agreement.

PALM BEACH COUNTY

and Conditions

Klaconnell

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY:	BY:
CHAIRPERSON	ROSIELYN QUIROZ Director of Transportation Support
ATTEST:	APPROVED: (As to Form)
Clerk of the Court (SEAL)	BY: District General Counsel
Approved as to form and correctness:	APPROVED:
BY: Manual Attorney Quanty Attorney	BY: Professional Services Administrator
Approved as to Terms	

Exhibit B
CONTRACT # ANW73 Palm Beach County

LOCATION	FM NUMBER	Original Amount	Amend No. 1	Amend No. 2	Amend No. 3	Total
Signals- County Force- State	41728927801	\$300,000.00	-	100,000.00	\$125,348.00	\$525,348.00
Signals- County Force- non State FA	41728937801	\$765,453.38	-	-	\$33,000.00	\$798,453.38
Signals- County Contracts- State	41728927802	\$200,000.00		-	0	\$200,000.00
Signals- County Contract- non State	41728937802	\$612,610.00	_	<u>-</u>	0	\$612,610.00
Signs- Force Account- State	41728927803	\$25,000.00	· -	-	\$30,000.00	\$55,000.00
Signs-Force Account- non State	41728937803	\$174,314.23	· .	•	-	\$174,314.23
Signs- Contracts- State	41728927804	\$100.00	\$(100.00)	-	\$388.01	\$388.01
Signs-Contracts- non State	41728937804	\$1,349.00	\$40,000.00	2,997,390.00		\$3,038,739.00
Debris- Force Account- State	41728927805	\$25,000.00	-	185,000.00	\$80,444.49	\$290,444.49
Debris- Force Account- non State	41728937805	\$264,962.44	· -	2,191,722.00	\$(639,716.54)	\$1,816,967.90
Debris- Contracts- State	41728927806	\$200,000.00	-	900,000.00	\$370,536.04	\$1,470,536.04
Debris- Contracts- non State	41728937806	\$1,805,445.76	(\$39,900.00)	-	\$0.00	\$1,765,545.76
	TOTAL	\$4,374,234.81	-	\$6,374,112.00	0	\$10,748,346.81