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40 APPROVED AS TO FORM:

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Nagin, Gallop & Figueredo, P.A.
Village Attorney

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53 FINAL VOTE AT ADOPTION:

54 Council Member Ed Feller YES
56 Council Member Paul Neidhart YES
58 Council Member John Breder YES
60 Vice-Mayor Linda Robinson YES
62 Mayor Eugene P. Flinn, Jr. YES
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Contract No.: _____

Catalog of Federal Domestic Assistance No: 20.205

Date of Execution: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMERGENCY RELIEF PROGRAM AGREEMENT

WHEREAS, the Federal Highway Administration, herein 'FHWA', has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, FHWA has, as a result of Hurricane Frances, authorized funding to be provided to the State of Florida, Department of Transportation, herein 'FDOT', for relief from the damage inflicted by said storm; and

WHEREAS, this Emergency Relief Program Agreement provides for emergency relief; and

WHEREAS, the Village of Palmetto Bay, herein 'LOCAL GOVERNMENT', has incurred certain costs and expenses as a direct result of Hurricane Frances and as defined on the attached Detailed Damage Inspection Report, herein 'DDIR'; and

Hurricane	Financial Project Number	DDIR Number	Date Work Began	Date Work Completed	Total Maximum Limiting Amount
Frances	418838-7-78-01	FR87-012			\$11,781.00
TOTAL LUMP SUM AMOUNT					\$11,781.00

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA;

NOW THEREFORE,

The parties agree as follows:

1. The FDOT enters into this Agreement as the administrator of FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
2. The LOCAL GOVERNMENT has been authorized by FHWA to undertake and to complete certain emergency relief efforts associated with Federal Aid highways or roads on federal lands within its jurisdiction. The scope of work and services authorized by FHWA are described in the attached DDIR, incorporated herein as Exhibit 'A'.

3. Subject to the terms and conditions of the Emergency Relief Program, FDOT agrees to reimburse LOCAL GOVERNMENT for eligible costs from the funds provided to FDOT for said purposes. In the event the funding provided to FDOT by FHWA is insufficient to pay all eligible emergency relief costs of all local governments, FDOT shall allocate the reimbursement on a prorata basis among all eligible claims submitted.
4. Invoices for fees and other compensation will be certified by LOCAL GOVERNMENT as being due and eligible for reimbursement and shall be submitted in sufficient detail to allow a proper pre and post audit thereof.
5. The FDOT agrees to reimburse LOCAL GOVERNMENT in a Lump Sum Amount of ELEVEN THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$11,781.00) for actual direct costs. No reimbursement will be made for travel.
6. Participants providing goods and services to FDOT should be aware of the following time frames. Upon receipt of an invoice, FDOT has twenty (20) working days to inspect and approve the goods and services. The FDOT has twenty (20) days to deliver a request for payment (voucher) to the State of Florida, Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
7. If a payment is not available within 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. Interest penalties of less than ONE DOLLAR (\$1.00) will not be endorsed unless LOCAL GOVERNMENT requests payment. Invoices which have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT.
8. Vendor Ombudsman has been established within the State of Florida, Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be contacted at (850) 410-9724 or by calling the Department of Financial Service's Hotline at 1-800-848-3792.
9. Recipients of federal funds awarded by FDOT to LOCAL GOVERNMENT are subject to audits as defined in OMB Circular A-133, as revised. The circular may be obtained at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
10. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred includes LOCAL GOVERNMENT's general accounting records and project records, together with supporting documents and records of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by FDOT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from LOCAL GOVERNMENT to FDOT.

11. The FDOT may unilaterally cancel this Agreement for refusal by LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by LOCAL GOVERNMENT in conjunction with this Agreement.

12. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The FDOT shall require a statement from the Comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the FDOT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

13. All agreements entered into by LOCAL GOVERNMENT for which LOCAL GOVERNMENT seeks reimbursement under the terms of this Agreement shall include the “Required Contract Provisions, Federal-Aid Construction Contracts”. The most recent version of said provisions may be obtained at <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>. The services provided under this Agreement involve funding from FHWA and the provisions indicated on form FHWA-1273 apply.

14. After this Agreement is fully executed by both parties, all invoices for reimbursement are to be mailed to:

Florida Department of Transportation
Attn: Kenneth Robertson, JPA Coordinator
1000 NW 111 Ave, Rm. 6137
Miami, Florida 33172

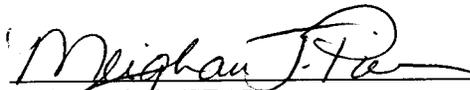
Phone: (305) 470-5452
kenneth.robertson@dot.state.fl.us

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 3rd day of May, 2005, and the FDOT has executed this Agreement this _____ day of _____, 2005.

VILLAGE OF PALMETTO BAY

By: 
Name: Charles Scurr
Title: Village Manager

Attest:


Village Clerk (SEAL)

Approved as to Form, Legality and Execution:


LOCAL GOVERNMENT Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: John Martinez, P.E.
Title: District Six Secretary

Attest:

Executive Secretary (SEAL)

Legal Review:

District Six General Counsel

Authorization Received From the Comptroller's Office as to Availability of Funds:

EXHIBIT 'A'

Detailed Damage Inspection Report

Attached hereto and incorporated herein by reference:

DDIR #FR87-012

Palmetto Bay various Federal-aid routes

Hurricane Frances Debris Removal

Contact Person: C. Patterson



DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number
FR87-012

Sheet
1 of 1

Location (Name of Road and Milepost)
Palmetto Bay various Federal-aid routes

FHWA Disaster Number
FR-04-02

Inspection Date
10-25-2004

Description of Damage
Hurricane Frances Debris Removal

Federal-aid Route Number
n/a

Contact Person: C. Patterson

State
FL
County
Miami-Dade

Cost Estimate

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
Debris Removal (Force Account)	1			\$2,000.00	1,770.25 <i>for 1-27-05</i>
Debris Removal (Contract)	1			\$5,000.00	10,009.96 <i>for 1-27-05</i>
				Subtotal	11,780.21 <i>for 1-27-05</i>

Method
 Local Forces State Forces Contract
 Subtotal PEICE: 11,780.21 *for 1-27-05*
 Emergency Repair Total: \$4,000.00

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
Permanent Restoration					

Method
 Local Forces State Forces Contract
 Subtotal PEICE: _____
 Right-of-Way: _____
 Perm. Repair Totals: _____

Environmental Assessment Recommendation
 Categorical Exclusion E/A/E/S
 Estimated Total: 11,780.21 *for 1-27-05*
~~\$4,000.00~~

Recommendation
 Eligible Ineligible
 Concurrence: Yes No
 Concurrence: Yes No
 FHWA Engineer: GREGORY B. Williams, P.E. *for 1-27-05* Date: 1-6-05
 State Engineer: Tom [unclear] (Gus [unclear] DIST VI) Date: 1-28-05
 Local Agency Representative: Charles [unclear] Date: 1-27-05