

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1782.06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE ATTACHED EMERGENCY RELIEF PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND THE TOWN OF GOLDEN BEACH, PROVIDING FUNDING FOR DAMAGES CAUSED BY HURRICANES KATRINA AND WILMA; AUTHORIZING TOWN MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Highway Administration "FHWA" has established an Emergency Relief Program; and

WHEREAS, as a result of Hurricanes Katrina and Wilma, FWHA has authorized funding to be provided to the State of Florida Department of Transportation "FDOT" for relief from the damage inflicted by said storms; and

WHEREAS, the Town of Golden Beach, Florida (the "Town") has incurred certain costs and expenses as a direct result of Hurricanes Katrina and Wilma as described in the attached Emergency Relief Program Agreement; and

WHEREAS, in accordance with the FHWA Emergency Relief Program, the Town is eligible for reimbursement for certain emergency relief efforts associated with Federal Aid Highways or roads on federal lands within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Emergency Relief Program Agreement Approved. That the Emergency

Relief Program Agreement, in substantially the form attached hereto, is hereby approved, and the Town Mayor is hereby authorized to execute said Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement the terms and conditions of the attached Agreement.

Section 4. **Effective Date.** That this Resolution shall take effect immediately upon adoption hereof.

Sponsored by Finance Director.


The Motion to adopt the foregoing Resolution was offered by Councilmember Iglesias, seconded by Councilmember Lusskin and on roll call the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Aye</u>
Councilmember Colella-Battista	<u>Aye</u>
Councilmember Iglesias	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida,
this 18th day of April, 2006.

ATTEST:


MAYOR GLENN SINGER


BONILYN WILBANKS-FREE
TOWN MANAGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


TOWN ATTORNEY

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 Hurricanes Katrina and Wilma, authorized funding to be provided to the State of Florida, Department of Transportation, herein 'FDOT', for relief from the damage inflicted by said storms; and

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

WHEREAS, the Town of Golden Beach, herein 'LOCAL GOVERNMENT', has incurred certain costs and expenses as a direct result of Hurricanes Katrina and Wilma, and as defined on the attached Detailed Damage Inspection Reports, herein 'DDIRs'; and

Hurricane	Financial Project Number	DDIR Number	Date Work Began	Date Work Completed	Total Maximum Limiting Amount
Katrina	421114-6-D8-01	KA87-027	08/24/05	09/22/05	\$7,500.00
Wilma	421021-3-D8-01	WI87-050	10/23/05	12/30/05	\$35,000.00
TOTAL MAXIMUM LIMITING AMOUNT					\$42,500.00

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 DDIRs, incorporated herein as Exhibit 'A'.

3. Emergency Repair projects under the FHWA Emergency Relief Program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969 and as further defined in Chapter 6-N of the FHWA Emergency Relief Manual, which may be obtained at <http://www.fhwa.dot.gov/reports/erm/ernchap6.htm#n>.
4. 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.
5. 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.
6. The FDOT agrees to reimburse LOCAL GOVERNMENT in a Lump Sum Amount not to exceed FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00) for actual direct costs. Backup documentation is required and must support the invoice total. No reimbursement will be made for travel.
7. 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.
8. 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.
9. 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.
10. 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>.
11. 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.

12. 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.

13. 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."

14. 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.

15. 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

16. This Agreement will expire on June 30, 2007. All invoices for reimbursement under this Agreement will be submitted by the LOCAL GOVERNMENT to the FDOT no later than 120

days after Agreement expiration, preferably sooner. Invoices received after this date will not be paid.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 27 day of April, 2006, and the FDOT has executed this Agreement this _____ day of _____, 2006.

TOWN OF GOLDEN BEACH

By: _____

Name: Glenn Singer

Title: Mayor

Attest:

Bonilyn Wilbanks-Lee
Town Clerk (SEAL) Manager

Legal Review:

Tara Gona
Town 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:

Date JPA Coordinator

EXHIBIT 'A'

Detailed Damage Inspection Reports

Attached hereto and incorporated herein by reference:

DDIR #KA87-027

Town of Golden Beach - various locations on Federal-aid routes

Debris removal from Hurricane Katrina

Contact Person: Maria Camacho

DDIR #WI87-050

Town of Golden Beach - various locations on Federal-aid routes

Debris removal from Hurricane Wilma, contract

Contact Person: Maria Camacho



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number
WI87-050

Sheet
1 of 1

FHWA Disaster Number
FL-06-01

Inspection Date
1-10-06

Federal-aid Route Number
various

State
FL

County
87-Miami Dade

Location (Name of Road and Milepost)

Various locations within the Town of Golden Beach

Description of Damage

Town of Golden Beach

Debris removal from Hurricane Wilma on various FHWA Federal-aid Routes.

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	First pass Debris Push					
	Removal of Hazardous trees, limbs & Brush. (Contractor Contracts listed below)					
	C & W Pipeline, Inc.					\$7,000.00
	F P Excavation Corp.					\$28,000.00
Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					Subtotal PE/CE	\$35,000.00
					Emergency Repair Total	\$35,000.00

Permanent Restoration						
Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					Subtotal PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation <input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS	Estimated Total \$35,000.00
Recommendation <input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	Date 1-10-06
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	Date 1/10/06
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	Date 1-10-06

FHWA Engineer
Gregory J. Williams, P.E.
State Engineer
R. Steiner
Local Agency Representative
Wanda L. ...

