

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-040**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION FOR REIMBURSEMENT OF FUNDS AS A RESULT OF HURRICANE DENNIS, KATRINA, RITA, AND WILMA THROUGH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION EMERGENCY RELIEF PROGRAM NOT TO EXCEED \$11,751,858.33 FOR ACTUAL DIRECT COSTS

WHEREAS, the Federal Highway Administration (“FHWA”) has established an Emergency Relief Program codified at 23 USC § 125; and

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

WHEREAS, the City of Marathon has incurred certain costs and expenses as a direct result of Hurricane Dennis, Katrina, Rita, and Wilma, and as defined on the attached Detail Damage Inspection Reports; and

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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:


Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Council authorizes the City and the State of Florida Department of Transportation to enter into the Emergency Relief Program Agreement, a copy of which is attached as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 28th day of March, 2006.

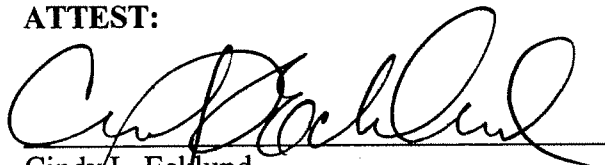
THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Bull, Pinkus, Worthington, Bartus
NOES: None
ABSENT: Mearns
ABSTAIN: None


ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

Contract No.: AOC25

Catalog of Federal Domestic Assistance No: 20.205

Date of Execution: May 3, 2006

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 Dennis, Katrina, Rita 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 City of Marathon, herein 'LOCAL GOVERNMENT', has incurred certain costs and expenses as a direct result of Hurricanes Dennis, Katrina, Rita 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
Dennis	421213-2-D8-01	DE90-018	07/26/05	08/15/05	\$102,522.79
Dennis	421213-2-68-01	DE90-018	07/26/05	09/30/05	\$17,000.00
Dennis	421213-2-F8-01	DE90-019	07/09/05	08/15/05	\$6,335.54
Katrina	419738-1-D8-01	KA90-007	09/12/05	09/19/05	\$70,000.00
Katrina	419738-1-68-01	KA90-007	09/12/05	Pending	\$14,000.00
Rita	421177-1-D8-01	RI90-010	09/28/05	11/01/05	\$25,000.00
Rita	421177-1-68-01	RI90-010	09/28/05	Pending	\$17,000.00
Wilma	421072-3-D8-01	WI90-012	10/28/05	01/07/06	\$9,000,000.00
Wilma	421072-3-68-01	WI90-012	10/28/05	Pending	\$2,500,000.00
TOTAL MAXIMUM LIMITING AMOUNT					\$11,751,858.33

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/ermchap6.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 ELEVEN MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY-THREE CENTS (\$11,751,858.33) 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

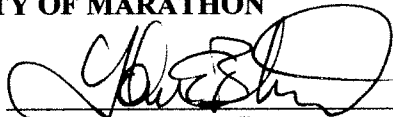
Attn: Kenneth Robertson, JPA Coordinator
1000 NW 111 Ave, Rm. 6137
Miami, Florida 33172


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 28th day of March, 2006, and the FDOT has executed this Agreement this 3rd day of May, 2006.

CITY OF MARATHON


By: 
Name: JOHN BARTUS
Title: MAYOR

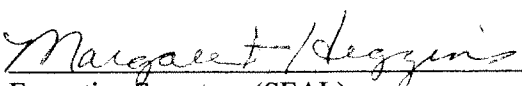
Attest:

City Clerk (SEAL)

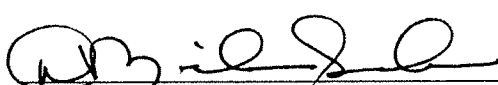
Legal Review:

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:

04/24/06 

Handwritten signature or mark.

EXHIBIT 'A'

Detailed Damage Inspection Reports

Attached hereto and incorporated herein by reference:

DDIR #DE90-018

City of Marathon - various locations on Federal-aid routes

Debris removal and CEI services from Hurricane Dennis, Grubbs contract, RW Beck

Contact Person: Rose Ann Hightower

DDIR #DE90-019

City of Marathon - various locations on Federal-aid routes

Traffic signal and off-duty officer detail from Hurricane Dennis, Florida Keys Electric Coop.

Contact Person: Rose Ann Hightower

DDIR #KA90-007

City of Marathon - various locations on Federal-aid routes

Debris removal and CEI services from Hurricane Katrina, Grubbs contract, RW Beck

Contact Person: Rose Ann Hightower

DDIR #RI90-010

City of Marathon - various locations on Federal-aid routes

Debris removal and CEI services from Hurricane Rita, Grubbs contract, RW Beck

Contact Person: Rose Ann Hightower

DDIR #WI90-012

City of Marathon - various locations on Federal-aid routes

Debris removal and CEI services from Hurricane Wilma, Grubbs contract, RW Beck

Contact Person: Rose Ann Hightower



U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number
DE90-018

Sheet
1 of 1

Location (Name of Road and Milepost)
VARIOUS LOCATIONS IN THE CITY OF MARATHON

FHWA Disaster Number
FL-05-01

Inspection Date
11-15-05

Description of Damage
DEBRIS REMOVAL FOR HURRICANE DENNIS

Federal-aid Route Number
VARIOUS

State County
FL 90-MONROE

Cost Estimate

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
DEBRIS PICK UP, CHIP, HAUL (GRUBBS)				\$102,522.79	
CEI SERVICES FOR DEBRIS MANAGEMENT AND DISASTER RELATED SERVICES (RW-BECK)					\$17,000.00
USING 22% OF TOTAL FROM FEMA PROJECT No. MARA A-2					
Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				Subtotal	\$102,522.79
				PE/CE	\$17,000.00
				Emergency Repair Total	\$119,522.79

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Subtotal	\$119,522.79
				PE/CE	
				Right-of-Way	
				Perm. Repair Totals	

Environmental Assessment Recommendation
 Categorical Exclusion EA/EIS

Recommendation
 Eligible Ineligible

Concurrence
 Yes No

Concurrence
 Yes No

FHWA Engineer
[Signature]
Date **11-15-05**

State Engineer
[Signature]
Date **11-15-05**

Local Agency Representative
[Signature]
Date **11-15-05**

Estimated Total **\$119,522.79**



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

DE 90-019

Sheet

1 of 1

Location (Name of Road and Milepost)

VARIOUS LOCATIONS IN THE CITY OF MARATHON

FHWA Disaster Number

FL-05-01

Inspection Date

11-15-05

Description of Damage

TRAFFIC SIGNAL & OFF DUTY OFFICER DETAIL FOR
HURRICANE DENNIS

Federal-aid Route Number

VARIOUS

State

County

FL

90-MONROE

Cost Estimate

Emergency Repair	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
	TRAFFIC SIGNAL REPAIRS BY FL KEYS ELECTRIC COOPERATIVE				\$ 4,235.54	
	OFF DUTY OFFICER DETAIL				\$ 2100.00	
Method					Subtotal	\$ 6,335.54
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	
					Emergency Repair Total	\$ 6,335.54

Permanent Restoration	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Method					Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation <input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS		Estimated Total	\$ 6,335.54
Recommendation <input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible		Date	11-15-05
Concurrence <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Date	11-15-05
Concurrence <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Date	11-15-05

FHWA Engineer

 State Engineer

 Local Agency Representative



U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number
KA-90-007

Sheet
1 of 1

Location (Name of Road and Milepost)
VARIOUS LOCATIONS IN MARATHON, FL

FHWA Disaster Number
FL-05-03

Inspection Date
11-15-05

Description of Damage
DEBRIS REMOVAL & CEI SERVICES
FOR HURRICANE KATRINA

Federal-aid Route Number
VARIOUS

State County
FL 90-MONROE

Cost Estimate

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
DEBRIS REMOVAL - GRUBBS INC					\$70,000
CEI SERVICES - K W BRICK					\$14,000
Method				Subtotal:	\$84,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	
				Emergency Repair Total	\$84,000

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
Method				Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				PE/CE	
				Right-of-Way	
				Perm. Repair Totals	

Environmental Assessment Recommendation
 Categorical Exclusion EAVEIS Estimated Total: \$84,000

Recommendation: Eligible Ineligible

Concurrence: Yes No

Concurrence: Yes No

FHWA Engineer: *[Signature]* Date: 11-15-05
 State Engineer: *[Signature]* Date: 11-15-05
 Local Agency Representative: *[Signature]* Date: 11-15-05

NO AT-RAMPAGE



DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number
RI 90-010

Sheet
1 of 1

Location (Name of Road and Milepost)
VARIOUS LOCATIONS IN MARATHON, FLORIDA

FHWA Disaster Number
FL-05-04

Inspection Date
11-15-05

Description of Damage
DEBRIS REMOVAL & CEI SERVICES FOR
HURRICANE RITA

Federal-aid Route Number

VARIOUS
State County
FL 90-MONROE

Cost Estimate

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
DEBRIS REMOVAL - GRUBBS, INC					\$25,000
CEI SERVICES - RW BECK					\$17,000
Method				Subtotal	\$42,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	
				Emergency Repair Total	\$42,000

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
TBA					
Method				Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				PE/CE	
				Right-of-Way	
				Perm. Repair Totals	

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

Environmental Assessment Recommendation
 Categorical Exclusion E/AEIS
 Estimated Total \$42,000

Recommendation Eligible Ineligible
 Concurrence Yes No
 Concurrence Yes No

FHWA Engineer
 State Engineer
 Local Agency Representative

Date 11-15-05
 Date 11-15-05
 Date 11-15-05



U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

WI 90-012

Sheet

1 of 1

Location (Name of Road and Milepost)

VARIOUS LOCATIONS IN THE CITY OF MARATHON

FHWA Disaster Number

FL-06-01

Inspection Date

11-15-05

Description of Damage

DEBRIS REMOVAL & CEI SERVICES FOR HURRICANE WILMA

Federal-aid Route Number

VARIOUS

State

County

FL

90-MONROE

Cost Estimate

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
DEBRIS REMOVAL - GRUBBS INC.					\$9,000,000
CEI SERVICES - R.W. BECK					\$2,500,000
<p>Emergency Repair</p> <p>THIS IS A ROUGH ESTIMATE. THE CITY OF MARATHON IS TRACKING THE TYPE OF MATERIAL BEING PICKED UP BY ORGANIC, WHITE GRASS, AND CONSTRUCTION MATERIALS. FHWA WILL ONLY BE INVOICED FOR ORGANIC MATERIALS. <i>gen 11-15-05</i></p>					
Method				Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	
				Emergency Repair Total	\$11,500,000

<p>Permanent Restoration</p> <p>CITY OF MARATHON STATED THAT THE FIRST PASS HAS NOT BEEN COMPLETED YET. DUE TO LATE START CAUSED BY NO FINAL DUMPING SIGHT AVAILABLE. WORK SHOULD BE COMPLETED BY C.O.B 11-18-05. <i>gen 11-15-05</i></p>					
Method				Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	
				Right-of-Way	
				Perm. Repair Totals	

Environmental Assessment Recommendation		Estimated Total	\$11,500,000
<input checked="" type="checkbox"/> Categorical Exclusion	<input type="checkbox"/> EA/EIS		
Recommendation	<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer	Date
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer	Date
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative	Date
		<i>[Signature]</i>	11-15-05
		<i>[Signature]</i>	11-15-05
		<i>[Signature]</i>	11-15-05

