RESOLUTION 2006 – 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO OBTAIN FUNDS FROM THE FEDERAL HIGHWAY ADMINISTRATION FOR HURRICANE RELATED EXPENSES; PROVIDING AN EFFECTIVE DATE

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 City of Doral has incurred certain costs and expenses as a direct result of Hurricanes Katrina and Wilma; and

WHEREAS, the City Council of the City of Doral has determined it to be in the best interests of the City to authorize the City Manager to take all steps necessary to execute the Joint Participation Agreement ;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution upon adoption hereof.

Section 2. The City Manager is hereby authorized to execute the Joint Participation Agreement in order to obtain eligible reimbursements from the FHWA.

Section 3. This resolution shall become effective upon its passage and adoption by the City Council.

WHEREAS, a motion to approve the Resolution was offered by Vice Mayor Peter Cabrera, who moved its adoption. The motion was seconded by Councilman Robert Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Y
Vice Mayor Peter Cabrera	Y
Councilmember Michael DiPietro	Absent
Councilwoman Sandra Ruiz	Y
Councilmember Robert Van Name	Y

PASSED AND ADOPTED this 28th day of June, 2006.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

BARBARA HERRERA-HILL, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:

JOHN J. HEARN, CITY ATTORNEY

118,025.

SUPER LANDSCAPE & MAINTENANCE INC.

2372 West 79th Street
Hialeah, Fl 33016
Phone: (305) 362-3355 **Fax: (305) 362-6434**

City of Doral
Hurricane Cleanup
3 man crew $325/hr

10/31/2005
Inv. # 3005-1005

NW 36th St/41st, from 79th Ave to Turnpike		
Tuesday 10/25/2005 from 7:30am to 5:00pm	**9hr**	27.0 hrs @ 325.-
Wednesday 10/26/2005 from 7:30am to 5:00pm	**9hr**	
Thursday 10/27/2005 from 7:30am to 5:00pm	**9hr**	$ 8,775.00

~~*NW 50th St, from 107th Ave to 117th Ave*~~		
~~**Friday 10/28/2005 from 7:30am to 5:00pm**~~	~~**9hr**~~	
~~**Saturday 10/29/2005 from 7:30am to 5:00pm**~~	~~**9hr**~~	

Total Hours: 45 hr

Total Balance: $14, 625.00

JC Hervis

ENVIRONMENTAL PERFORMANCE SYSTEMS

12650 NW S RIVER DRIVE
MEDLEY, FL 33178
Phone #786-337-7000 Fax #786-337-7001
EMAIL: EPS6077@AOL.COM

DATE	INVOICE #
8/27/2005	4706

BILL TO	JOB ADDRESS
CITY OF DORAL PUBLIC WORKS DEPARTMENT 8300 NW 53 ST SUITE 100 DORAL, FL. 33166	CITY OF DORAL

PO NUMBER	TERMS	DUE DATE	DATE ORDER	ACCOUNT #
	NET 30 DAYS	9/26/2005	8/26/2005	

ITEM	DESCRIPTION	QTY/HRS	RATE	AMOUNT
	LOCATION: NW 79 AVE & NW 25 ST THROUGH NW 58 ST			
001	ON SATURDAY AUGUST 27, 2005, CREW OF 10 MEN PERFORMED CLEARING OF HEAVY DEBRIS FROM SIDEWALKS AND MEDIANS ALONG NW 79 AVE FROM NW 25 ST TO NW 58 ST FOR VEHICLES AND PEDESTRIANS TO SAFELY PASS THROUGH THE STREETS FOR 10 HOURS @ $47.50 PER. MEN HOUR & PER. HOUR.	100	35.00	$3500.00
001	FLATBED TRUCK USED TO ASSIST IN CLEANUP OF CITY STREETS	~~10~~ 10	65.00	$650.00
	Revised Invoice			

WE APPRECIATE YOUR PROMPT PAYMENT. THANK YOU

TOTAL $4150.00 ~~$4,915.00~~

WEB SITE: WWW.STORMSEWER.COM

ENVIRONMENTAL PERFORMANCE SYSTEMS

12650 NW S RIVER DRIVE
MEDLEY, FL 33178
Phone #786-337-7000 Fax #786-337-7001
EMAIL: EPS6077@AOL.COM

DATE	INVOICE #
8/26/2005	4705

BILL TO	JOB ADDRESS
CITY OF DORAL PUBLIC WORKS DEPARTMENT 8300 NW 53 ST SUITE 100 DORAL, FL. 33166	CITY OF DORAL

PO NUMBER	TERMS	DUE DATE	DATE ORDER	ACCOUNT #
	NET 30 DAYS	9/25/2005	8/26/2005	

ITEM	DESCRIPTION	QTY/HRS	RATE	AMOUNT
	LOCATION: VARIOUS STREETS THROUGH OUT THE CITY			
001	ON FRIDAY AUGUST 26, 2005, CREW OF 11 MEN PERFORMED CLEARING OF ROADWAYS OF HEAVY DEBRIS TO OPEN TRAVEL WAYS FOR TRAFFIC TO SAFELY USE DUE TO HURRICANE KATRINA FOR 10 HOURS @ $47.50 PER. MEN & PER. HOUR	110	35.00	3850.00
001	FLATBED TRUCK USED TO ASSIST IN CLEANUP OF CITY STREETS	10	65.00	$650.00
001	BACKHOE USED TO ASSIST IN TREE REMOVAL AND CLEANUP OF CITY STREETS FOR 10 HOURS @ $75 EACH HOUR	10	60	$600.00
	Revised Invoice			

WE APPRECIATE YOUR PROMPT PAYMENT. THANK YOU

TOTAL $5,100.00

WEB SITE: WWW.STORMSEWER.COM

City of Doral

Hurricane Wilma

Schedule of Overtime

Employee	Mon 10/24/05	Tue 10/25/05	Wed 10/26/05	Thur 10/27/05	Fri 10/28/05	Total	Regular	Straight	Overtime	Hourly Rate	Overtime Rate	Overtime Gross
Alvarez, Raul	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$38.46	$57.69	$730.77
Ascunce, Sergio	7.50	7.50	7.50	7.50	7.50	37.50	37.50	0.00	0.00	$51.95	$77.92	$0.00
Baez, Carmelo	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$16.67	$25.00	$316.67
Brina, Antonio	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$29.05	$43.58	$551.97
Childress, Albert	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$35.90	$53.85	$682.05
Dominguez, Isabel	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$14.95	$22.42	$284.03
Forero, Shirley	7.50	7.50	7.50	11.00	11.00	44.50	37.50	2.50	4.50	$11.36	$17.03	$105.05
Garcia, Carmen	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$16.15	$24.23	$306.92
Gonzalez, Tania	7.50	7.50	7.50	7.50	7.50	37.50	37.50	0.00	0.00	$14.81	$22.21	$0.00
Guillen, Omar	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$23.77	$35.65	$451.62
Gutierrez, Eli	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$18.49	$27.73	$351.26
Gutierrez, Jorge	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$35.90	$53.85	$682.05
Hernandez, Carlos	12.50	8.50	8.50	12.50	11.00	53.00	40.00	0.00	13.00	$11.78	$17.67	$229.69
Hinojosa, Edgar	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$20.51	$30.77	$389.74
Kogan, Nathan	7.50	7.50	7.50	7.50	7.50	37.50	37.50	0.00	0.00	$0.00	$0.00	$0.00
Madsen, Paul	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$35.90	$53.85	$682.05
Padron, Jesus	12.50	8.50	8.50	12.50	11.00	53.00	40.00	0.00	13.00	$11.78	$17.67	$229.69
Paredes, Eduardo	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$16.67	$25.00	$316.67
Peon, Ramon	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$17.95	$26.92	$341.03
Perez, Angel	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$28.21	$42.31	$535.90
Pyles, Cynthia	7.50	7.50	7.50	11.00	11.00	44.50	37.50	2.50	4.50	$14.53	$21.79	$134.36
Reese, Rodney	12.50	8.50	8.50	12.50	8.50	50.50	40.00	0.00	10.50	$11.78	$17.67	$185.52
Rivero, Raquel	7.50	7.50	9.50	11.00	11.00	46.50	37.50	2.50	6.50	$20.51	$30.77	$251.28
Rodriguez, Lourdes	7.50	12.00	9.50	11.00	11.00	51.00	37.50	2.50	11.00	$17.95	$26.92	$341.03
Stravers, William	12.50	12.50	10.50	12.50	12.50	60.50	40.00	0.00	20.50	$23.44	$35.16	$720.85

exempt

administrative leave

4.5 admin leave/8 regular

Total $8,820.18

$1,365.75

City of Doral

Hurricane Katrina

Schedule of Overtime

Employee	Mon 08/22/05	Tue 08/23/05	Wed 08/24/05	Thur 08/25/05	Fri 08/26/05	Sat 08/27/05	Sun 08/28/05	Total	Regular	Overtime	Hourly Rate	Overtime Rate	Overtime Gross
Hernandez, Carlos	8.00	8.00	8.00	8.00	10.00	11.00	8.50	61.50	40.00	21.50	$10.34	$15.50	$333.35
Padron, Jesus	8.00	8.00	8.00	8.00	10.00	11.00	0.00	53.00	40.00	13.00	$10.34	$15.50	$201.56
Reese, Rodney	8.00	8.00	8.00	8.00	10.00	11.00	8.50	61.50	40.00	21.50	$10.34	$15.50	$333.35
Stravers, William	8.00	8.00	8.00	8.00	10.00	11.00	8.50	61.50	40.00	21.50	$22.12	$33.17	$713.22

Employee	Mon 08/29/05	Tue 08/30/05	Wed 08/31/05	Thur 09/01/05	Fri 09/02/05	Sat 09/03/05	Sun 09/04/05	Total	Regular	Overtime	Hourly Rate	Overtime Rate	Overtime Gross
Stravers, William	8.00	8.00	8.00	8.00	10.00	7.00	6.00	55.00	40.00	15.00	$22.12	$33.17	$497.60

Employee	Mon 09/05/05	Tue 09/06/05	Wed 09/07/05	Thur 09/08/05	Fri 09/09/05	Sat 09/10/05	Sun 09/11/05	Total	Regular	Overtime	Hourly Rate	Overtime Rate	Overtime Gross
Stravers, William	8.00							8.00	0.00	8.00	$22.12	$33.17	$265.38

Total $2,344.47

FEDERAL EMERGENCY MANAGEMENT AGENCY

FORCE ACCOUNT LABOR SUMMARY RECORD

Page ____ of ____

1. APPLICANT: City of Doral
2. PA ID: 086-17935-00
3. PW #: DOR-001
4. DISASTER NUMBER: 1545-DR-FL
5. LOCATION/SITE: 8300 N.W. 53rd ST
6. CATEGORY: A
7. PERIOD COVERING to 9/8/04
8. DESCRIPTION OF WORK PERFORMED: Debris Clean Up 9/6 - 9/8

NAME / JOB TITLE	DATE	9/6	9/7	9/8					TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY	TOTAL COSTS
NAME Bill Strauss	REG.		8	8					16	$ 19.23	5.77 /	$ 25.00	$ ~~400~~
JOB TITLE Public Works Foreman	O.T.	12							12	$ 28.85	2.2166 / 8	31.06 $ ~~37.51~~	$ ~~480~~ 372.72
NAME Joe Ortega	REG.		8	8					16	$ 36.06	10.18 /	$ 46.24	$ ~~739~~ 84
JOB TITLE Public Works Director	O.T.	10							10	$ 54.09	16.23 /	$ 70.32	$ ~~703~~ 20
NAME	REG.									$	/	$	$
JOB TITLE	O.T.									$	/	$	$
NAME	REG.									$	/	$	$
JOB TITLE	O.T.									$	/	$	$
NAME	REG.									$	/	$	$
JOB TITLE	O.T.									$	/	$	$
NAME	REG.									$	/	$	$
JOB TITLE	O.T.									$	/	$	$

Total Cost for Force Account Labor Regular Time → $ 1139.84 ~~$ 1450~~

Total Cost for Force Account Labor Overtime → $ 1153.32 for 22 OT H. 372.72

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED ____ TITLE ____ DATE ____

FEMA Form 90-123, NOV 98

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 City of Doral, 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	421042-8-D8-01	KA87-013	8/22/05	9/5/05	$67,000.00
Wilma	421021-9-D8-01	WI87-049	10/24/05	10/28/05	$114,000.00
				TOTAL MAXIMUM LIMITING AMOUNT	**$181,000.00**

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/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 ONE HUNDRED EIGHTY-ONE THOUSAND DOLLARS ($181,000.00) 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 Statues, 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 29th day of June, 2006, and the FDOT has executed this Agreement this _____ day of _____, 2006.

CITY OF DORAL

By: [signature] for SP

Name: J. Mark Taxis for Sergio Porrinos

Title: Asst. City Mgr.

Attest:

Barbara Hevia-Hill

City Clerk (SEAL)

Legal Review:

[signature]

City 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 #KA87-013
City of Doral - various locations on Federal-aid routes
Debris removal from Hurricane Katrina, contract and force account
Contact Person: Randolph White

DDIR #WI87-049
City of Doral - various locations on Federal-aid routes
Debris removal from Hurricane Wilma, contract and force account
Contact Person: Randolph White