

**AMENDMENT TO FUNDING AGREEMENT
EXHIBIT A-1**

Buddy Cunill
FDOT Project/Program Manager

Date

Florida Department of Transportation
Environmental Management Office
605 Suwannee Street, M.S. 37
Tallahassee, FL 32399-0450
Address

RE: Contract Number: BDF72
Request Number: 1

Vendor Number: F591520101005
Financial Number: 41506422811

Action Request:	<u> </u> Personnel Approval	<u> </u> Increased Compensation
	<u> </u> Overtime	<u> </u> Relocation
	<u> </u> Travel	<u> </u> Sub-Consultant
	<u> </u> Equipment Authorization	<u> </u> Time Extension
	<u> </u> Increased Advance Pay	<u> X </u> Decreased Funding

Approval of the above is requested. The following is justification/explanation of the requested action:

The five-year Funding Agreement with Suwannee River Water Management District (SRWMD) provided \$964,823.00 for salary for 2 Full Time Employees (FTEs) and administrative staff support for review of Efficient Transportation Decision Making (ETDM) Projects. After program review with the Florida Department of Transportation (FDOT) due to budget and project Work Program reductions, it has been determined that SRWMD will only need \$90,000.00 (\$30,000 per year) for the remainder of the Agreement periods 3, 4, and 5 and that funds will be decreased by \$623,938.50, which can be released and unencumbered. In addition, SRWMD agrees to manage the balance of Advance Payment funds currently in-hand for Year 2, to cover \$15,000.00 for the remainder of the funding period ending September 30, 2008 (FY 07/08); \$30,000.00 for Year 3, ending September 30, 2009. The remaining funds in-hand will be used in Year 4, and once they are expended, SRWMD can seek reimbursement for additional funding up to \$30,000 for the year ending September 30, 2010. Year 5 would be billed as reimbursement for up to \$30,000.00 for the year ending September 30, 2011.

SRWMD agrees to utilize these funds at the request of the FDOT District 2 (D-2) ETDM Coordinator and all invoicing will be pre-approved by the D-2 ETDM Coordinator prior to billing FDOT through the on-line invoicing system. D-2 and SRWMD agree to work closely together for program and project efficiency and economy.

In addition, Article II, Paragraphs A, C, D, E and F are amended to read:

A. The District will provide ETDM services under this Funding Agreement in accordance with the terms hereof and consistent with the terms, scope and conditions of the ETDM Master Agreement (MA) and Agency Operating Agreement (AOA) between the parties, which documents are hereby incorporated herein by reference as if physically attached hereto and via the funding as defined in Attachment C.

C. FDOT shall furnish to the District a total sum not to exceed \$340,884.50 over a period of five (5) years, subject to the payment provision of Article IID. This sum is based upon the parties' best estimate of the minimum funding required by the District to provide supplemental environmental review services for FDOT projects. The funding amount is acknowledged to be an initial funding level and in the event that the level of supplemental services needed becomes greater or less than the initial funding level, the parties agree in good faith to renegotiate the level of funding or services. The ETDM services provided under this Agreement shall terminate on the date specified in Article III, but the payment for associated work shall be inclusive of all work performed up to and including the date of termination.

D. Commencing July, 2008, and continuing for each six months thereafter, SRWMD shall invoice the FDOT the amount spent in the previous six months. To obtain payment, the District shall submit to FDOT a bi-annual invoice and report. The invoice/report shall be submitted in detail sufficient for proper pre-audit and post-audit accounting. In making payment, FDOT shall have twenty (20) days to process the request for payment.

E. The invoice will provide an expenditure report of the actual account of expenditures for salaries, benefits, travel, expenses and other indirect costs, including back-up documentation as requested by D-2 ETDM Coordinator. The District agrees to remain cognizant of ETDM program activities, which eligible for funding as established by FHWA and FDOT. Eligible activities are contained in this Funding Agreement and the FDOT ETDM Funded Positions Reference Manual. The District agrees that prior to conducting any activity which is undefined and questionable regarding funding to coordinate with the D-2 ETDM Coordinator prior to accomplishing the activity to ensure funding eligibility.

F. Every six months the District will submit an expenditure report to FDOT. If FDOT disagrees with the elements of the report including expenditures, a meeting to clarify the information in question and account expenditures will be held within 30 days. All parties pledge to negotiate in good faith towards a reconciliation of the disputed amount and/or information. In those cases where resolution cannot be reached, an audit may be performed by a third party auditor or the Inspector General's Office and submitted to the FDOT with findings and recommendations for program and funding improvements.

Attachment B is amended to read: See Attachment

Attachment C is amended to read: See Attachment

Exhibit 1 is amended to read: See Attachment

"I certify that the above requested action is necessary for the operation of this project and is in compliance with the terms of the project agreement."

David Starr
Environmental Technical Advisory Team (ETAT)
Authorized Agency Signature/Date

Thomas W. Brown
Thomas W. Brown,
ETAT Legal Counsel

Department Action

☒ APPROVED

☐ DISAPPROVE

Remarks: _____

"I certify to that to the best of my knowledge and belief, the above requested action is not in violation of the terms of the project agreement and is necessary for the operation of this project."

Donna H. H. 8/25/08
FDOT Secretary Signature/Date

David L. Jones
FHWA Division Administrator Signature/Date

ATTACHMENT B
Suwannee River Water Management District
Work Tasks

Suwannee River Water Management District, shall evaluate all projects contained in the EST Planning and Program Screens. In addition, only at the request of the D-2 ETDM Coordinator, the SRWMD may accomplish the reviews and tasks as outlined below, in order to streamline, expedite, implement, consult, and coordinate on FDOT projects throughout the Planning, Programming, and Project Development processes, and meet FDOT's need for compliance with applicable state and federal statutes. The Suwannee River Water Management District staff may be asked by the D-2 ETDM Coordinator to perform the following additional work tasks as needed:

- ◆ Review and comment on projects contained in the Metropolitan Planning Organization (MPO) Long Range Transportation Needs Plan and Strategic Intermodal system (SIS) Plan during the ETDM Planning Screen on a three to five year cycle
- ◆ Review and comment on project priorities every year before they are entered into FDOT's Five Year Work Program during the ETDM Programming Screen
- ◆ Represent Suwannee River Water Management District at meetings, as appropriate
- ◆ Participate in the development and implementation of written FDOT and Suwannee River Water Management District guidance
- ◆ Attend interagency and intra-agency meetings, as appropriate

All Task Work activities will be fully coordinated with D-2 ETDM Coordinator prior to accomplishment and clearly understood as to the activities that will be funded per ETDM. All invoicing will be fully coordinated with D-2 ETDM Coordinator prior to official billing in the FDOT on-line Invoicing system.