

**SECTION No.:** 94003  
**FM No.:** 230256-6-52-01  
**AGENCY:** St. Lucie County  
**C.R. No.:** N/A

**DISTRICT FOUR AMENDMENT NUMBER 1 TO  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AMENDMENT** Number 1 to the Agreement dated 04-05-2017, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and St. Lucie County, a political subdivision of the State of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the parties entered into the Highway Maintenance Memorandum of Agreement dated, April 5, 2017 for the purpose of maintenance of the side streets along Kings Hwy between South of SR 70/Okeechobee to North of Picos Road; and,

**WHEREAS**, the DEPARTMENT and the AGENCY have agreed to add additional provisions in accordance with the above referenced Agreement; and,

**WHEREAS**, the DEPARTMENT may not spend state funds for Off-system projects; and,

**WHEREAS**, the AGENCY by approved agenda item N. Public Works No. \_\_ dated \_\_\_\_\_, 2017, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so; and,

**NOW THEREFORE**, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT and the AGENCY shall modify the Highway Maintenance Memorandum of agreement dated April 5, 2017, as follows:
  - a) Replace Paragraph 1 with the following:

The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating. The AGENCY shall establish a contingency account for Federal Aid non-participating items, no later than the date construction activities are to commence. The DEPARTMENT shall notify the AGENCY as soon as the DEPARTMENT is made aware that an item will be Federal Aid Non-Participating. The AGENCY shall have the opportunity from the DEPARTMENT'S notice to review the Federal Aid Non-Participating scope and costs

items before granting its approval. However, failure of the AGENCY to grant its approval shall not relieve the AGENCY from its obligation to pay for Federal Aid Non-Participating items. In the event the Project is delayed due to the Agency's delay in approving or not approving to pay for Federal Aid non-participating items, any and all delay costs shall be the responsibility of the Agency and shall be paid to the Department upon demand.

- b) Add to Paragraph 8:
  - a. AGENCY'S UTILITIES: The AGENCY shall be responsible for relocating and adjusting its own utilities including connection with utility customers.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

[This space intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

ST. LUCIE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approved as to form by Office of County Attorney

By: \_\_\_\_\_

DEPARTMENT

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Executive Secretary  
(SEAL)

By: \_\_\_\_\_

Transportation Development Director

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approval :

\_\_\_\_\_  
Office of the General Counsel (Date)