



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.
SECRETARY

June 19, 2014

Mr. James Cromar
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite# 850
Fort Lauderdale, Florida 33309-2122

RE: Joint Participation Agreement, ARD-67
FM Number: 429576-1-18-01
Description: SR-7/US-441 Corridor from Sample Road to the Broward/Miami-Dade County Line Congestion Management and Livability Planning Study

Dear Mr. Cromar:

Enclosed please find a fully executed copy of the Joint Participation Agreements (JPA) for the project referenced above. Said document is to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos A. Kennedy, Jr.
Program Management Unit
District Four

lk/s

enc: JPA's

copy: Gregor Senger, Project Manager
Antonette P. Adams, Work Program Manager
District Financial Services

File

DUNS No.: 80-939-7102
CSFA No.: N/A

Contract No.: ARD-67
FM No.: 429576-1-18-01
FEID No.: VF-272-291-340

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this 19th day of June, 20 14, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Broward Metropolitan Planning Organization, located at 100 W. Cypress Creek Road, Suite 850, Fort Lauderdale, Florida 33309, hereinafter referred to as the AGENCY.

WITNESSETH

WHEREAS, the DEPARTMENT and the AGENCY are desirous of having the AGENCY perform certain tasks in connection with Financial Management (FM) Number 429576-1-18-01 (Funded in Fiscal Year 2013/2014) for the SR-7/US-441 Corridor from Sample Road to the Broward/Miami-Dade County Line Congestion Management and Livability Planning Study. Refer to **Exhibit A**, Scope of Services, attached hereto and made of part hereof; and

WHEREAS, for purposes of this Agreement, tasks to be performed as stated above are hereinafter referred to as the Project; and

WHEREAS, the Project is in the interest of both the AGENCY and the DEPARTMENT and it would be more practical, expeditious, and economical for the AGENCY to perform such activities; and

WHEREAS, the AGENCY by Action on June 12, 20 14, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The AGENCY shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards. The AGENCY shall also be responsible for the administration and overall coordination required for the Project.

3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data, and information pertaining to the Project available to the AGENCY at no extra cost.
4. The AGENCY shall have the sole responsibility for resolving claims and requests for additional work for the Project. The AGENCY will make best efforts to obtain the DEPARTMENT's input in its decisions.
5. The AGENCY shall advertise for a consultant after this Agreement is executed. The advertisement shall occur no later than thirty (30) days after the Notice to Proceed (NTP) from the DEPARTMENT Director of Transportation Development or designee, unless otherwise approved by the Department in writing.
6. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the AGENCY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2016, whichever occurs first.
7. The total cost of this Project as set forth in the DEPARTMENT's Adopted Work Program is SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$650,000.00). The AGENCY shall perform various tasks related to the Project, as detailed in **Exhibit A** of this Agreement. The total DEPARTMENT's share towards this Project is SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$650,000.00), for actual costs incurred as detailed in monthly progress reports. In the event the actual cost of the Project exceeds the DEPARTMENT's participation of SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$650,000.00), any additional cost shall be the sole responsibility of the AGENCY.

However and notwithstanding the foregoing, the DEPARTMENT agrees to provide an advance payment amount of NINETY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$97,500.00) which is equal to 15% of the total DEPARTMENT's participation of this Project. The AGENCY will submit an invoice for the advance payment. The advance payment may be released after execution of this Agreement and within the fiscal year of the Project funding in the Department's Adopted Work Program.

8. The AGENCY acknowledges and agrees that the DEPARTMENT'S obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
9. In the event the Project costs or Project modifications increase or exceed the amount authorized in paragraph 7, the DEPARTMENT and the AGENCY shall meet and attempt to mutually agree to the amount and distribution of the additional funding

needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the AGENCY and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs or Project modifications will be the sole responsibility of the AGENCY.

10. The AGENCY shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable/task/activity must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverable/task for the Project are shown in **Exhibit B**, Deliverables, attached hereto and a made apart hereof. Any changes to the Deliverables must be approved, in writing, by the DEPARTMENT.
11. The AGENCY will be reimbursed only for actual costs incurred during the Agreement time period that are directly related to the Project as set forth in this Agreement. The AGENCY will submit a written progress report by the 15th day of the month detailing the actual tasks and activities performed. Upon completion, the AGENCY will notify the DEPARTMENT's Project Manager, who will be responsible for verification and acceptance of services/ tasks performed as set forth in this Agreement.
12. The advanced amount, including interest earnings, must be segregated from other funds of the AGENCY.
13. Invoices shall be submitted by the AGENCY, on a monthly basis, in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B**. Deliverables must be received and accepted in writing by the AGENCY's Project Manager prior to payments.

The amount advanced, plus interest earnings (if applicable), shall be deducted from future monthly payments or the final payment.

14. Supporting documentation must establish that the deliverables were received and accepted in writing by the AGENCY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 10 has been met.
15. The AGENCY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project.
16. Any unexpended funds and interest earned remaining at the conclusion or earlier termination of the Agreement shall be returned to the DEPARTMENT within 45 calendars days of the completion or earlier termination of the Project.

17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
18. The AGENCY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the AGENCY, the DEPARTMENT has five (5) business days to inspect and approve the goods and services where business day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
19. If payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the AGENCY. Interest penalties of less than one (1) dollar will not be enforced, unless the AGENCY requests payment. Invoices that have to be returned to the AGENCY because of AGENCY 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 the DEPARTMENT.
20. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
21. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT 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 the DEPARTMENT upon request. Records of costs incurred includes the AGENCY's general accounting records and the 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 the DEPARTMENT for a proper audit of costs.
22. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT, 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 DEPARTMENT shall require a statement from the Comptroller of the department that such 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 DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The AGENCY will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
24. The AGENCY warrants that it has not employed or obtained any company or person, other than bona fide employees of the AGENCY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the AGENCY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
25. With respect to any of the AGENCY'S agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
26. The AGENCY / Vendor/ Contractor:
 - a. shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the AGENCY / Vendor/Contractor during the term of the contract; and

- b. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
27. In the event it becomes necessary for the DEPARTMENT or AGENCY to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
29. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the AGENCY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
30. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
31. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Gregor Senger, Project Manager
A second copy to: Office of the General Counsel

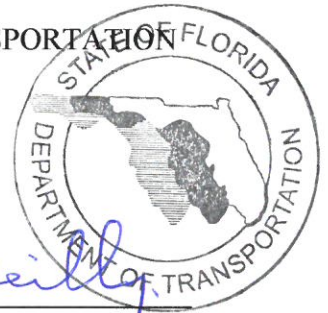
If to the AGENCY:

Broward Metropolitan Planning Organization
100 W Cypress Creek Road, Suite 850
Fort Lauderdale, Florida 33309
Attn: James Cromar
With A Copy to: MPO's Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Action on June 19, 2014, hereto attached.

BROWARD METROPOLITAN
PLANNING ORGANIZATION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



BY: Richard Blattner
CHAIR

NAME: Richard Blattner
12th day of June, 2014

BY: Gerry O'Reilly
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

WITNESS:

LEGAL REVIEW:

BY: [Signature]
CLERK Executive Director

APPROVED TO AS FORM:

BY: [Signature]
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: [Signature]
ATTORNEY

BY: [Signature]
DISTRICT PROGRAM MGMT. ENGINEER

EXHIBIT A
SCOPE OF SERVICES
FM# 429576-1-18-01

The SR-7/US-441 Congestion Management and Livability Planning Study will examine the current transit congestion and transit services within a 20 mile distance. The 20 mile distance, hereinafter referred to as the “Corridor”, consists of at minimum, ½ mile east and west of SR7/US-441 from the Broward/Miami-Dade County Line to Sample Road. The study will utilize various strategies from information generated and documented in previous planning and environmental studies in this corridor, apply given feedback and input from various agencies and municipalities to identify multi-modal improvements, address congestion management, enhance the transit passenger and/or bicycle and pedestrian experience, improve transit reliability, develop short term improvements for multi-modal mobility all the while staying consistent with the National Environmental Protection Act (NEPA) processes to help facilitate NEPA clearance during the Project Development, if deemed necessary.

ACTIVITIES/TASKS TO BE PERFORMED DURING THE STUDY

The AGENCY shall manage and oversee the Project to ensure the following tasks are performed:

TASK 1: PERFORMANCE MEASURES

- Identify transportation problems and opportunities in the SR-7/US-441 Corridor
- Develop Congestion Management
- Develop Livability Planning Goals
- Develop Performance Measures and Evaluation Criteria
- Define/ Develop “Purpose and Need” Statement
- Develop/Outline a process for determining reasonable transportation options.

TASK 2: DATA COLLECTION

- Review and analyze the Department’s previous research and compiled data related to transportation
- Develop an approach to compile new data if the above data is incomplete in some of the areas/categories, including but not limited to the following areas/categories:
 - Traffic
 - Crash data
 - Pedestrian
 - Bicycle Systems
 - Transit and Bridge conditions
- Conduct field research to complete compilation of data , if necessary

TASK 3: PUBLIC INVOLVEMENT

- Perform various public involvement activities
 - Public Outreach
 - Meeting coordination and facilitation
 - Information/education for the public on Project issues
 - Solicit preliminary input
- Public Engagement/Strategies
 - Establish preference for mobility and livability solutions
 - Build support for implementation or recommended project and strategies
- Develop Public Involvement Plan (PIP)
 - Identify the constituency for implementation
 - Plan shall comply with intent of the national Environmental Policy Act (NEPA) and Federal Transit Authority (FTA)

TASK 4: TRANSPORTATION AND LAND USE ANALYSIS

- Evaluate the potential of existing land uses for transit-supportive redevelopment.
- Conduct detailed analysis to determine existing and short-range transportation conditions
- Identify levels of congestion
- Identify service/quality and safety issues by transportation modes, based on performance measures.
- Conduct further analysis of congestion “hot spots” along State Road 7.
- Define markets and area to be served by multimodal solutions.
- Identify multimodal access needs for the Mobility Hubs and other significant activity centers.
- Identify barriers to transit access and multimodal connectivity
- Identify needs for major transfer points and pedestrian/rider activity
- Identify improvements to the efficiency of the existing right-of-way (ROW) to address congestion.
- Identify high-priority ADA access issues along SR-7 Corridor
- Define the size, location, and classification of Mobility Hubs
- Analyze the impacts of the regulatory changes (Land Use Plan Amendments and zoning changes)

TASK 5: PROJECT DEVELOPMENT- Identification and Selection of Strategies/Projects

- Develop list of specific Transportation/Congestion Management/ Land Use alternatives and projects for consideration and evaluation.

- Categorize the projects for short term implementation and other large projects that need to be vetted as part of a major capital investment study.
- Develop project limits and cost estimates.
- Develop short-term improvements for multi –modal mobility

TASK 6: IMPLEMENTATION AND MONITORING PROGRAM

- Implementation of Short-term Projects
- Establish/ Develop critical paths/milestones for prioritized short-term transportation projects.
- Identify potential revenue sources.
- Develop phased implementation schedules.
- Develop a monitoring systems/action list to document specific Agency project developments and funding responsibilities
- Monitor implementation of the Study recommendations

TASK 7: PROJECT DOCUMENTATION

- Record/document project findings
- Compile and provide electronic files of all maps and data outputs

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Exhibit “B”
DELIVERABLES
FM# 429576-1-18-01

The deliverables for each Task of the Project are as follows:

TASK 1:

Prepare Progress reports. Development of Report Chapter #1. Summarization of the following:

- Final “Goals and Objectives”
- Final “Problem” Statement
- Final “Purpose and Need” Statement.
- Performance measures and monitoring methodology.

TASK 2:

- Develop Technical Report: Data Collection Summary
 - Summary of all relevant plans, reports, and other data.

TASK 3:

- Develop Public Involvement Plan (PIP) and Timeline
- Interactive Project Website
- Maps, Presentation Board and other public participation materials
- Database of contact information
- Compilation of public comments and other input

TASK 4:

- Develop Transportation Analysis Methodology Report
- Develop Technical Report: Transportation Analysis
- Develop Technical Report: Land Use Analysis

TASK 5:

- Develop Technical Report: Project Recommendations Summary
- Cost Estimates
- Ranking Criteria

TASK 6:

- Develop Project Implementation Plan
- Monitoring System Report

TASK 7:

- Final Report
- Executive Summary
- Technical Appendices

JOB CLASSIFICATIONS (AGENCY'S PERSONNEL)
Project Manager
Director of Planning
Transportation Planner I
Transportation Planner II
Transportation Planner III
Executive Director
Deputy Director

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 9, 2014

Department of Financial Services
Mark Merry, Bureau Chief
Bureau of Auditing
The Fletcher Building
Tallahassee, FL 32399-0350

Dear Mr. Merry:

*The Department, in accordance with F.S. 334.044(29), is requesting approval to prepay \$97,500.00 to Broward MPO for initial funding on State Road 7 congestion management and transit study. This payment is based on the terms of the attached agreement. The contract, exhibits and funds approval are attached. Your review and approval are appreciated. If you need additional information, please call me at 414-4781, or Adam Lassiter at 414-4831. *

APPROVED

DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF ACCOUNTING AND AUDITING

BY: A. Bramell

DATE: 5/9/14

JAL/al

Attachments

* FY Approved for
2014/2015
funds only

Sincerely,

Jim Lane
Deputy Comptroller
Disbursement Operations Office

TO: PM404LK@dot.state.fl.us 15235815
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARD67

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARD67 Contract Type: Method of Procurement:
Vendor Name: BROWARD MPO
Vendor ID: VF272291340001
Beginning date of this Agmt: 06/23/14
Ending date of this Agmt: 12/31/15

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 042010429 *PT *750033 * 650000.00 *42957611801 *215 *
2014 *55100100 *088704/14
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 650,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/11/2014

TO: CFMSection@dot.state.fl.us 14195709
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARD67

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARD67 Contract Type: AK Method of Procurement: G
Vendor Name: BROWARD MPO
Vendor ID: VF272291340001
Beginning date of this Agmt: 06/23/14
Ending date of this Agmt: 12/31/15
Contract Total/Budgetary Ceiling: bc = \$650,000.00

Description:
SR-7/US-441 Corridor fr: Sample Rd to the Broward/Miami-Dade
Co. Line Congestion Management & Livability Planning Study

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE (6S) /STATUS

Action: ORIGINAL Funds have been: APPROVED

55 042010429 *PT *750047 * 97500.00 *42957611801 *215 *
2014 *55100100 *088704/14
0001 *02 * *0002/04

Action: ORIGINAL Funds have been: APPROVED

55 042010429 *PT *750033 * -97500.00 *42957611801 *215 *
2014 *55100100 *088704/14
0001 *01 * *0001/04

TOTAL AMOUNT: *\$.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/24/2014