



Florida Department of Transportation

RICK SCOTT  
GOVERNOR

3400 W. Commercial Blvd.  
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.  
SECRETARY

June 30, 2014

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



**RE:** Joint Participation Agreement, ARI-53  
**FM Number:** 432861-2-18-01  
**F.A.P. Number:** TCSP-054-U  
**Description:** Education Corridor Transit 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.

However, this Project has not received Federal Authorization from the Federal Highway Administration (FHWA). Please do not commence with services until the Department informs your Agency that Federal Authorization for this Project has been received. Any services performed before federal authorization is given will not be reimbursed.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Leos A. Kennedy, Jr." with a stylized flourish at the end.

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

lk/s

enc: JPA's  
copy: Amie Goddeau, Project Manager  
Antonette P. Adams, Work Program Manager  
District Financial Services  
File

DUNS No.: 80-939-7102 (DOT)  
DUNS No.: 831-340-828 (MPO)  
CFDA No.: 20.205

Contract No.: ARI-53  
FM No.: 432861-2-18-01  
F.A.P. No.: TCSP-054-U  
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 30<sup>th</sup> day of June, 2014, 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 432861-2-18-01 (Funded in Fiscal Year 2013/2014) for the Education Corridor Transit 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, 2014, 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. 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 December 31, 2015, whichever occurs first.
6. 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.
7. The total cost as set forth in the DEPARTMENT adopted work program for this project is TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). The Method of Compensation for this Project will be paid as a fixed fee per task to the AGENCY and a maximum limiting amount for the AGENCY's staff administrative cost.

The AGENCY shall perform various tasks related to the Project, as detailed in **Exhibit A** of this Agreement. The DEPARTMENT agrees to pay the AGENCY for these tasks described in **Exhibit A**. The DEPARTMENT share is ONE HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$180,000.00), and will be paid as a fixed amount per task, as depicted in the table below. The AGENCY may be paid a percentage of the fixed amount for a task if a percentage of the deliverables for said task is received by the DEPARTMENT as detailed in monthly progress reports.

The remaining TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) will be paid as a maximum limiting amount to the AGENCY for administrative costs. The DEPARTMENT will pay the AGENCY an amount not to exceed TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) for the hours worked on the Project by any of the four AGENCY's personnel/ Job Classifications which are depicted in **Exhibit B**. Reimbursement will be based on direct billing from the AGENCY with supporting documentation, including payroll back-up, and/or timesheets, as denoted in monthly progress reports. In the event the AGENCY's administrative cost incurred for the Project exceeds the DEPARTMENT share of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00), any additional administrative cost shall be the sole responsibility of the AGENCY.

The table below shows the cost for each task as follows:

All tasks will be rendered by the AGENCY

Task 1	\$10,000.00
Task 2	\$40,000.00
Task 3	\$10,000.00
Task 4	\$40,000.00
Task 5	\$10,000.00
Task 6	\$20,000.00
Task 7	\$10,000.00
Task 8	\$20,000.00
Task 9	\$20,000.00
Total of Tasks	\$180,000.00
Agency's Staff (Administrative Cost)	\$20,000.00
Total	\$200,000.00

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. The AGENCY shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable/task 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.
10. The AGENCY may be paid based on the percentage complete, as denoted on the approved progress reports, of each task as set forth in Paragraph 7. The AGENCY will submit a written progress report by the 15<sup>th</sup> day of the month detailing the actual tasks and activities performed the AGENCY. Upon completion, the AGENCY will notify the DEPARTMENT's Project Manager, who will be responsible for verification and acceptance of tasks performed.
11. All invoices received from the AGENCY shall clearly separate the amount be paid to the AGENCY for tasks, from the AGENCY's amount for administrative costs, billed to the DEPARTMENT.

12. 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.

All invoices submitted to the DEPARTMENT must be supported by approved progress reports substantiating the work performed and the amount invoiced, based on the percentage of the task completed.

13. Supporting documentation must establish that the deliverables/ tasks 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 9 has been met.
14. The AGENCY must certify on each invoice that the amount is valid and services have been performed by the AGENCY.

Each monthly invoice subsequent to the first invoice from the AGENCY must contain a statement from the AGENCY that states the previous month's invoiced amount by the AGENCY has been paid by the DEPARTMENT to the AGENCY.

15. The AGENCY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 day time period may not be paid. The final balance due under this Agreement will be paid upon the completion of all Project services, receipt of a detailed progress report, and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
16. The AGENCY will comply with the Federal and State Audit provisions and the Single Audit Compliance Requirements set forth in **Exhibit C** and **Exhibit D**, respectively, which are attached hereto and made part of this Agreement.
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. 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.
25. 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.
26. 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.
27. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
28. 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.

29. 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.
30. 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: Amie Goddeau, 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: Roger Del Rio  
With a copy to: MPO's Attorney

**SPACE INTENTIONALLY LEFT BLANK**

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 \_\_\_\_\_, hereto attached.

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION



BY: Richard Blattner  
CHAIR

BY: Gerry O'Reilly

NAME: Richard Blattner

GERRY O'REILLY, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

12<sup>th</sup> day of June, 2014

WITNESS:

LEGAL REVIEW:

BY: Gregory Stuart  
CLERK Executive Director  
Gregory Stuart

BY: [Signature]  
OFFICE OF THE GENERAL COUNSEL

APPROVED TO AS FORM:

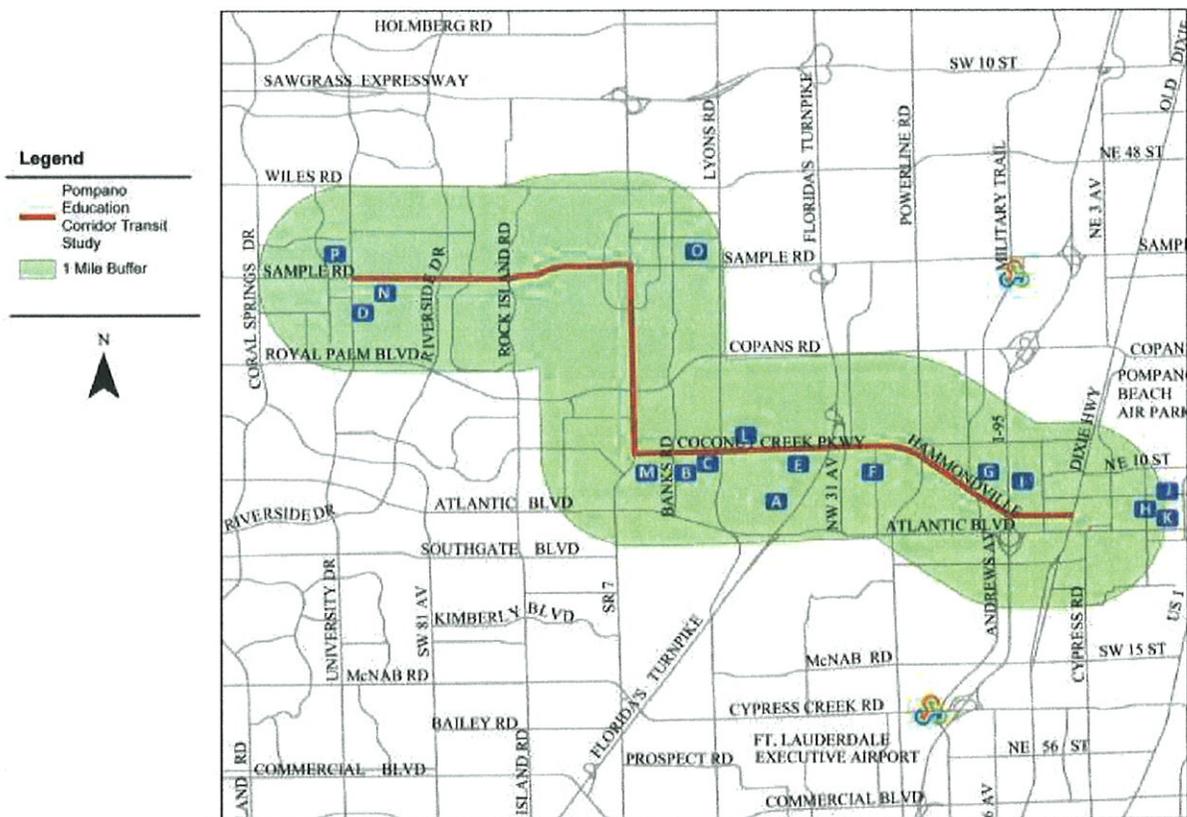
APPROVED:

BY: Alan S. Ghisla  
ATTORNEY

BY: [Signature]  
DISTRICT PROGRAM MGMT. ENGINEER

## EXHIBIT A SCOPE OF SERVICES FM# 432861-2-18-01

The Education Corridor Transit Study will examine the current bus transit circulation routes within a 14 mile distance. The 14 mile distance, hereinafter referred to as the “Corridor”, consists of Martin Luther King, Jr. Boulevard (Hammondville Road) in the City of Pompano, and extends into Coconut Creek via the Coconut Creek Parkway; the Corridor then turns north along SR-7/US-441 in the City of Margate and west along Sample Road in the City of Coral Springs. The study will utilize creative strategies, with feedback and input from various agencies and municipalities, to enhance or redesign the transit system into one that provides the most convenient public transportation (with fewest transfers) between the educational facilities, the local business community, and neighboring residential communities.



### 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: KICK-OFF MEETING & PROJECT MANAGEMENT**

- Develop Project Management Team.
- Review Scope of Work
- Coordinate Data Collection efforts
- Identify issues/ concerns with possible transit improvements and shuttle/circulator services in the Study Area, noted as Figure 1, attached hereto and made a part hereof.

### **TASK 2: DATA COLLECTION**

- Define the Project study area
- Collect relevant transportation and land use plans and studies for the Corridor.
- Assemble existing roadway facility, traffic, transit, and demographic, and land use for the Corridor, including but not limited to the following info:
  - Prior plans and studies
  - Transit Operation & Ridership Data
  - Demographic & Land Use

### **TASK 3: DATA ANALYSIS**

- Analyze existing transportation and transit conditions as well as deficiencies
- Identify performance measures and standards to evaluate the transit improvements opportunities and mobility in the Study Area.
- Develop quantitative and qualitative evaluation criteria. Criteria may include:
  - Ridership potential
  - Traffic Impacts
  - Capital Costs
  - Operations and Maintenance (O&M) costs
  - Cost effectiveness
  - Travel time savings
  - Connectivity with the transit network
  - Compatibility with community and land use plans
- Identify, develop and select all possible transit improvements that could be used to help meet the performance standards for existing and short-range conditions.
- Identify and examine potential transit and shuttle/circulator services improvements that have been successfully used by other U.S. transit agencies to improve transit service in similar corridors.
  - Develop creative strategies to enhance or redesign the transit system.

- Examine how additional and/or rerouted services will affect transit ridership, types of transit riders, new economic investment, and adjacent properties.

#### **TASK 4: SERVICE PLANS, CAPITAL AND O&M COST ESTIMATES**

- Develop services plans that will specify route alignments, station locations, span of services, service frequency, travel time, and capacity, based on improvements identified in Task No. 3.
- Estimate operating requirements
- Develop Order-of-magnitude capital cost estimate based on current project costs and estimates from similar projects.
- Develop Operating & Maintenance cost estimate base on current Broward County Transit (BCT) or South Florida Regional Transportation Authority (SFRTA).

#### **TASK 5: RECOMMENDED TRANSIT SUPPORTIVE LAND USE**

- Determine land use and/or zoning changes are needed to create land uses, lots sizes, height, density, massing and siting of buildings
- Recommendations to ensure that transit users are safe and comfortable, along with the community
- Recommendations on land use, in order to support transit development
- Review the Broward County 2013-2017 Transportation Improvement Plans (TIP).
- Review both the Broward County Transit (BCT) Transit Development Plan (TDP), and the South Florida Regional Transportation Authority (SFTRA) Transit Development Plan (TDP) to identify potential projects that may affect the provision of transit and shuttle/ circulator services in the Corridor.
- Identify opportunities and/ or constraints for Project implementation.

#### **TASK 6: EVALUATION OF TRANSIT AND SHUTTLE/ CIRCULAR OPTIONS**

- Facilitate work session with Project Management Team
- Review evaluation results.
- Recommend transit and shuttle/circulator options.
- Coordinate options with the other planning efforts, to determine opportunities or constraints for coordinated implementation.

- Evaluate how the proposed service will interface with existing and future Tri-Rail service.
- Develop evaluation factors and criteria with regard to the performance measures.
  - Develop an evaluation system to help classify strategies.
  - Analyze each strategy.
  - Perform a benefit-cost analysis to evaluate relevant strategies.
- Review proposed Transit and Shuttle/Circulator options

#### **TASK 7: FUNDING OPPORTUNITIES**

- Identify potential local, state and federal funding programs that could be used to implement recommended transit and shuttle/circulator options.
- Review the logistics associated with establishing a Transportation Management Association for the Study Area.
  - Assess the potential applicability of the Federal Transit Administration (FTA) Urban Circulator and Very Small Starts funding programs.
  - Determine the advantages of a Transportation Management Association in terms of operations, administration, funding and local control of future services.
  - Identify how the Transportation Management Association would relate to the County (BCT) and SFRTA.
  - Determine which entity will provide additional buses (if needed) and manage the contracts.
  - Determine how additional transit service will be funded.
  - Describe activities necessary to implement the strategies, including monitoring.
  - Identify funding sources for the selected strategies.
  - Develop pre- and post-implementation schedules for the selected strategies, cost estimates and funding sources and identify the responsible agencies for implementation.

#### **TASK 8: IMPLEMENTATION PLAN AND FINAL REPORT**

- Prepare an Implementation Plan that identifies steps necessary to implement the recommended transit and shuttle/circulator option.
- Assemble the Technical Memoranda into a cohesive Final Report.

- Report that documents the Transit and Shuttle/Circulator Concept Plan.
- Coordinate work session to review project findings and develop next steps.

**TASK 9 PUBLIC INVOLVEMENT**

- Develop a Public Involvement Plan
- Secure the location(s) for public information meetings
- Provide presentation maps, overhead projections, and a display board for public review
- Notify all affected local governments about public meeting schedules.
- Conduct four (4) informational presentations to City Commissions within the Study Area.
- Conduct four (4) public involvement meetings
- Conduct a total of two (2) informational purpose presentations to the Community Involvement Roundtable (CIR), the Technical Coordinating Committee (TCC), and the Metropolitan Planning Organization (MPO).
- Conduct a total of six (6) Technical Advisory Committee (TAC) Meetings.
- Assemble the Technical Memoranda into a cohesive Final Report
  - Report that documents the Transit and Shuttle/Circulator Concept Plan
- Coordinate work session to review project findings and develop next steps

**AGENCY'S ACTIVITIES:**

- A. **Broward Metropolitan Planning Organization-** Lead Agency
- a. Will act as the point of contact for the DEPARTMENT.
  - b. Preparation of progress and financial reporting to the DEPARTMENT.
  - c. Development of the Project Management Team.
  - d. Responsible for Consultant selection and management.
  - e. Facilitate the communication between the Public and Private Sector.
  - f. Primary tasks will include consultant selection and management, and partner coordination.
  - g. Preparation of progress and financial reporting to the DEPARTMENT
  - h. Provide support to identify, evaluate, and implement new transit options
  - i. Assist in review and distribution of the final report.

- B. Project Management Team** (Composed of the following):
- a. Representatives from the City of Pompano Beach
  - b. Representatives from the City of Coconut Creek
  - c. Representatives from the City of Margate
  - d. Representatives from the City of Coral Springs
  - e. Agency staff from Broward County Transit (BCT)
  - f. Representatives from the Broward Metropolitan Planning Organization
  - g. Agency staff from South Florida Regional Transportation Authority
  - h. Agency staff from Florida Department of Transportation (FDOT)

Project Management Team shall:

- 1. Provide technical and policy directions to the AGENCY

**Exhibit “B”**  
**DELIVERABLES**  
**FM# 432861-2-18-01**

**TASK 1:** Cost \$10,000.00

Develop revised Project Schedule. Prepare Progress reports

- Kick-off Meeting summary.

**TASK 2:** Cost \$40,000.00

Develop Technical Memorandum No.1, “Existing Conditions”.

- Report/Summary of all relevant plans, reports, and other data.

**TASK 3:** Cost \$10,000.00

Develop Technical Memorandum No. 2, “Data Analysis”.

- Report of existing transportation conditions and system opportunities with map and graphics illustrating conditions

**TASK 4:** Cost \$40,000.00

Develop Technical Memorandum No. 3, “Service Plans, Capital & O&M Cost Estimates”.

- Report on the service plans and capital and operating and maintenance cost of the service plan(s)

**TASK 5:** Cost \$10,000.00

Develop Technical Memorandum No. 4, “Land Use Recommendations”.

- Documents finding of Task No. 5

**TASK 6:** Cost \$20,000.00

Develop Technical Memorandum No. 5, “Evaluate Transit and Shuttle/Circulator Options”.

- Documents finding of Task No. 6

**TASK 7:** Cost \$10,000.00

Develop Technical Memorandum No. 6, “Funding Opportunities and Organizational Strategies”.

- Documents finding of Task No. 7

**TASK 8:** Cost \$20,000.00

Develop draft and Final draft of Transit and Shuttle/Circulator Concept Plan Report with an Executive Summary for elected officials and policy makers.

**TASK 9:** Cost \$20,000.00

Development of Public Involvement Plan

Agency's Activities (Administrative Cost): Maximum Limiting Amount of \$20,000.00

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

**Exhibit "C"**  
**FEDERAL AND/OR STATE FUNDED CONTRACTS**

The administration of resources awarded by the Department to **BROWARD METROPOLITAN PLANNING ORGANIZATION** may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **BROWARD METROPOLITAN PLANNING ORGANIZATION** regarding such audit. **BROWARD METROPOLITAN PLANNING ORGANIZATION** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. This agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular

A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

## **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

#### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at the following address:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

A. The Department at the following address:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at the following address:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**EXHIBIT D**  
**SINGLE AUDIT COMPLIANCE REQUIREMENTS**

**FEDERAL and/or STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	20.205 Highway Planning and Construction	\$200,000.00

**I. PROGRAM OBJECTIVES**

The objectives of the Highway Planning and Construction Cluster are to: (1) assist States in the planning and development of an integrated, interconnected transportation system important to interstate commerce and travel by constructing and rehabilitating the National Highway System (NHS), including Interstate highways and most other public roads; (2) provide aid for the repair of Federal-aid highways following disasters; (3) foster safe highway design, and replace or rehabilitate structurally deficient or functionally obsolete bridges; and (4) to provide for other special purposes. This cluster also provides for the improvement of roads in Puerto Rico, Guam, the Virgin Islands, American Samoa, the Northern Marina Islands, the Alaskan Highway, and the Appalachian Development Highway System (ADHS). The objective of the ADHS program is to provide a highway system which, in conjunction with other federally aided highways, will open up areas with development potential within the Appalachian region where commerce and communication have been inhibited by lack of adequate access.

**II. PROGRAM PROCEDURES**

Federal-aid highway funds are generally apportioned by statutory formulas to the States and generally restricted to use on Federal-aid highways (i.e., roads open to the public and not functionally classified as local). Exceptions to the use on Federal-aid highways include planning and research activities, bridge and safety improvements which may be on any public road, and the Federal Lands Highway Program. Some categories of funds may be granted directly to Local Public Agencies (LPAs), such as cities, counties, tribal governments, Metropolitan Planning Organizations (MPOs), and other political subdivisions. States also may pass funds through to such agencies. Federal-aid funds may be used for: surveying; engineering; right-of-way acquisition and relocation assistance; capital improvements classified as new construction or reconstruction; improvements for functional, geometric, or safety reasons; 4R projects (restoration, rehabilitation, resurfacing, and reconstruction); planning; research, development, and technology transfer; intelligent

transportation systems projects; roadside beautification; wetland and natural habitat mitigation; traffic management and control improvements; improvements necessary to accommodate other transportation modes; development and establishment of transportation management systems; billboard removal; construction of bicycle facilities and pedestrian facilities; fringe and corridor parking; car pool and van pool projects; and transportation enhancements, such as scenic and historic highway improvements. These funds generally cannot be used for routine highway operational activities, such as police patrols, mowing, snow plowing, or maintenance, unless it is preventative maintenance. Also, certain authorizations (e.g., Surface Transportation Program (STP) Congestion Mitigation and Air Quality (CMAQ) Improvement Program) may be used for improvements to transit; CMAQ funds are for projects and programs in air quality, non-attainment and maintenance areas for ozone, carbon monoxide, and small particulate matter, which reduce transportation related emissions. ADHS projects are subject to the same standards, specifications, policies, and procedures as other Federal-aid highway projects.

Eligibility criteria for the programs differ, so program guidance should be consulted. Projects in urban areas of 50,000 or more population must be based on a transportation planning process carried out by the MPOs in cooperation with the State and transit operators, and be included in metropolitan plans and programs. Projects in nonmetropolitan areas of a State must be consistent with the State's Transportation Plan. All projects must also be included in the approved Statewide transportation improvement program (STIP) developed as part of the required Statewide transportation planning process.

The ADHS is a cost-to-complete program (i.e., sufficient funding is to be provided over time to complete the approved initial construction/upgrading of the system) authorized by Section 201 of the Appalachian Regional Development Act of 1965. The Appalachian Regional Commission (ARC) has programmatic oversight responsibilities, which include approval of the location of the corridors and of State-generated estimates of the cost to complete the ADHS. FHWA has project-level oversight responsibilities for the ADHS program. If the location, scope, and character of proposed ADHS projects are in agreement with the latest approved cost-to-complete estimate and all Federal requirements have been satisfied, FHWA authorizes the work and disburses the ADHS funds. FHWA oversees the construction and accepts the ADHS projects upon satisfactory completion of the work.

### **Source of Governing Requirements**

The primary sources of program requirements are 23 USC (Highways). Implementing regulations are found in 23 CFR (Highways) and 49 CFR (Transportation).

### **Availability of Other Program Information**

The Federal Highway Administration maintains a web site that provides program laws, regulations, and other general information (<http://www.fhwa.dot.gov/>).

### **III. COMPLIANCE REQUIREMENTS**

**In developing the audit procedures to test compliance with the requirements for a Federal program, the auditor should first look to Part 2, Matrix of Compliance Requirements, to identify which of the 14 types of compliance requirements described in Part 3 are applicable and then look to Parts 3 and 4 for the details of the requirements.**

#### **A. Activities Allowed or Unallowed**

1. Federal funds can be used only to reimburse costs that are: (a) incurred subsequent to the date of authorization to proceed, except for certain property acquisition costs permitted under 23 USC 108; (b) in accordance with the conditions contained in the project agreement and the plans, specifications, and estimates (PS&E); (c) allocable to a specific project; and (d) claimed for reimbursement subsequent to the date of the project agreement (23 CFR sections 1.9, 630.106, and 630.205).
2. Federal funds can be used to reimburse for administrative settlement costs incurred in defending contract claim proceedings before arbitration boards or State courts only if approved by FHWA for Federal-aid projects. If special counsel is used, it must be recommended by the State Attorney or State Department of Transportation (DOT) legal counsel and approved in advance by FHWA (23 CFR section 140.505).
3. ADHS funds may be used only for work included in the ADHS cost estimate approved by the ARC.

#### **D. Davis-Bacon Act**

The requirements of the Davis-Bacon Act are applicable to construction work on highway projects on Federal-aid highways or with ADHS funds (23 USC 113 and 40 USC 14701).

#### **F. Equipment and Real Property Management**

The State shall charge, at a minimum, a fair market value for the sale, lease, or use of real property acquired with Federal assistance from the Highway Trust Fund (other than the Mass Transit Account) for the non-transportation purposes and shall use such income for projects eligible under 23 USC. Exceptions may be granted when the property is used for social, environmental or economic purposes (23 USC 156).

#### **G. Matching, Level of Effort, Earmarking**

##### **1. Matching**

- a. The State is generally required to pay a portion of the project costs. Portions vary according to the type of funds authorized and the type of project and are stated in project agreements.
- b. A State's matching share for a project may be credited by certain toll revenues used to build or improve highways, bridges and tunnels (23 USC 120(j)).

- c. Donations of funds, materials, and services by a person or local government may be credited towards a State's matching share. Donated materials and services must meet the eligibility requirements of the project (23 USC 323(c)).
- d. The fair market value of land provided by State or local governments for highway purposes is eligible for matching share on a project. The fair market value of donated land shall not include any increase or decrease in value of donated land caused by the project. The fair market value of donated land shall be established as of the earlier of (1) the date on which the donation becomes effective or (2) the date on which equitable title to the land vests in the State (23 USC 323(b)).
- e. For transportation enhancement (TE) projects, funds from Federal agencies (except U.S. DOT) may be used for the non-Federal share of the project. Credit for the value of donations of funds, materials, land, or services (including the value of local and State government services, materials and land applied to the project and the cost of preliminary engineering prior to project approval) may be credited toward the non-Federal share (23 USC 133(e)(5)(C)).
- f. Funds appropriated to any Federal land management agency may be used to pay the non-Federal share of any Federal-aid highway project funded under 23 USC 104 (23 USC 120(k)).
- g. Federal Lands Highway Program funds may be used to pay the non-Federal share of Federal-aid highway projects which provide access to or within Federal or Indian lands (23 USC 120(f)).
- h. For TE projects, the non-Federal share may be calculated on a project, multi-project, or program basis (23 USC 133(e)(5)(C)).
- i. Any cost in excess of 20 percent of the cost of the replacement or rehabilitation of a bridge not on a Federal-aid highway that is wholly funded with State and local funds may be used to meet the matching share requirement of projects funded under 23 USC 144 (23 USC 144(n)).

2. **Level of Effort** - Not Applicable

3. **Earmarking** - Not Applicable

**J. Program Income**

State and local governments may only use the Federal share of net income from the sale, use, or lease of real property previously acquired with Federal funds if the income is used for projects eligible under 23 USC (23 USC 156).

**L. Reporting**

**1. Financial Reporting**

- a. SF-269, *Financial Status Report* - Not Applicable
- b. SF-270, *Request for Advance or Reimbursement* - Not Applicable
- c. SF-271, *Outlay Report and Request for Reimbursement for Construction Programs* - Not Applicable
- d. SF-272, *Federal Cash Transactions Report* - Not Applicable
- e. PR-20, *Voucher for Work Under Provisions of the Federal-Aid and Federal Highway Acts, as Amended (OMB No. 2125-0507)*

**2. Performance Reporting** - Not Applicable

**3. Special Reporting** - Not Applicable

**N. Special Tests and Provisions**

**1. Use of Other State or Local Government Agencies**

**Compliance Requirement** - A State may use other public land acquisition organizations or private consultants to carry out the State's authorities under 23 CFR section 710.201(b) in accordance with a written agreement (23 CFR section 710.201(h)).

**Audit Objective** - Determine whether other public land acquisition organizations or private consultants are carrying out the State's authorities under 23 CFR section 710.201(b) in accordance with their agreements with the State.

**Suggested Audit Procedures**

- a. Examine records and ascertain if other agencies were used for right-of-way activities on Federal-aid projects.
- b. Review a sample of right-of-way agreements with other agencies.
- c. Perform tests of selected right-of-way activities to other agencies to verify that they comply with the written agreement.

**2. Replacement of Publicly Owned Real Property**

**Compliance Requirement** - Federal funds may be used to reimburse the reasonable costs actually incurred for the functional replacement of publicly owned and publicly used real property provided that FHWA concurs that it is in the public interest. The cost of increases in capacity and other betterments are not eligible except: (1) if necessary to replace utilities; (2) to meet legal, regulatory, or similar requirements; or (3) to meet reasonable prevailing standards for the type of facility being replaced (23 CFR section 710.509).

**Audit Objective** - Determine whether the functional replacement of real property was accomplished within FHWA requirements.

### **Suggested Audit Procedures**

- a. Ascertain if there were any functional replacements of publicly owned real property.
- b. Verify that FHWA concurred in the State's determination that the functional replacement is in the public interest.
- c. Review a sample of transactions involving functional replacements and verify that the transactions were consistent with the FHWA requirements.

### **3. Project Extensions**

**Compliance Requirement** - FHWA must approve extensions affecting project costs or the amount of liquidated damages, except those for projects administered by the State DOT under 23 USC 106(c) which allow the State DOT to assume the responsibilities for design, plans, specifications, estimates, contract awards and inspection of progress (23 USC 106(c); 23 CFR section 635.121).

**Audit Objective** - Determine whether proper FHWA approvals were obtained for contract extensions affecting project costs and the amount of liquidated damages assessed.

### **Suggested Audit Procedures**

- a. Review the systems for monitoring and controlling contract time and review project files to determine if there were project extensions.
- b. Verify that FHWA approval was obtained for time extensions affecting project cost and, where applicable, the amount of liquidated damages assessed.

### **4. Sampling Program**

**Compliance Requirement** - A State DOT or LPA must have a sampling and testing program for construction projects to ensure that materials and workmanship generally conform to approved plans and specifications (23 CFR section 637.205).

**Audit Objective** - Determine whether the State is following a quality assurance program that meets FHWA's requirements.

### **Suggested Audit Procedures**

- a. Obtain an understanding of the recipient's sampling and testing program.
- b. Review documentation of test results on a sample basis to verify that the proper number of tests is being taken in accordance with the program.

### **5. Contractor Recoveries**

**Compliance Requirement** - When a State recovers funds from highway contractors for project overcharges due to bid-rigging, fraud, or anti-trust violations or otherwise recovers compensatory damages, the Federal-aid project involved shall be credited with the Federal share of such recoveries (Tennessee v. Dole 749 F.2d 331 (6th Cir. 1984); 57 Comp. Gen. 577 (1978); 47 Comp. Gen. 309 (1967)).

**Audit Objective** - Determine whether the proper credit was made to the Federal share of a project when recoveries of funds are made.

**Suggested Audit Procedures**

- a. Determine the extent to which the State has recovered overcharges and other compensatory damages on Federal-aid projects through appropriate interviews and a review of legal, claim, and cash receipt records.
- b. Review a sample of cash receipts and verify that appropriate credit is reflected in billings to the Federal Government.

**6. Project Approvals**

**Compliance Requirement** - FHWA project approval and authorization to proceed is required before costs are incurred for all construction projects other than those administered by the State DOT under 23 USC 106(c). Construction projects administered under standard procedures cannot be advertised nor force account work commenced until FHWA: (1) approves the plans, specifications, and estimates; and (2) authorizes the State DOT to advertise for bids or approves the force account work (23 CFR sections 630.205(c), 635.112(a), 635.204, and 635.309). Construction cannot begin until after FHWA concurs in the contract award (23 CFR section 635.114). This requirement does not apply to construction projects administered by the State DOT under 23 USC 106(c) which allow the State DOT to assume the responsibilities for design, plans, specifications, estimates, contract awards, and inspection of progress (23 USC 106(c)).

**Audit Objective** - Determine whether project activities are started with required Federal approvals.

**Suggested Audit Procedures**

- a. Review a sample of projects and identify dates of the necessary approvals, authorizations, and concurrences.
- b. Identify dates that projects were advertised and contract or force account work was initiated and compare to FHWA's approval dates.

