

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** October 13, 2021

**Presenter's Name and Title:** Leah deRiel, Assistant City Engineer, on behalf of Engineering and Strategic Development.

**Prepared By:** Leah deRiel, Assistant City Engineer

**Temp. Reso. Number:** R7487

**Item Description:** Temp. Reso. No. R7487, APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF PARCELS 5139-10-000-024 AND 5139-10-000-025 FOR THE PURPOSE OF ACQUIRING RIGHT-OF-WAY SUFFICIENT TO CONSTRUCT THE PEMBROKE ROAD EXTENSION TO US-27 (Assistant City Engineer, Leah deRiel)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:** Agreement to be signed on the Dais.

**Public Notice** – As Required by the Sec. \_\_\_\_\_ of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_, in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_. (Fill in all that apply)

Special Voting Requirement – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_ Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous 4/5ths etc. vote of the City Commission).

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Purchase price for both parcels is \$394,000.00 to be paid from County Surtax proceeds as per Interlocal Agreement for Pembroke Road Extension project.

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR7487**
  - **Exhibit A:** Agreement for Purchase and Sale for Parcels 5139-10-000-024 and 5139-10-000-025
- **Attachment(s)**
  - **Attachment 1:** Location Map of Parcels to be purchased
  - **Attachment 2:** Location Map of required parcels for Pembroke road extension
  - **Attachment 3:** Interlocal Agreement Between Broward County and City of Miramar for Surtax-funded Municipal Transportation Project: Pembroke Road/Miramar Parkway Expansion (MIRA-001, 002, 003, and 004).



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** <sup>For</sup> Vernon E. Hargray, City Manager *[Signature]*

**BY:** Salvador Zuniga, City Engineer

**DATE:** October 7, 2021

**RE:** Temp. Reso. No. R7487, Approving the Agreement for Purchase and Sale of Parcels 5139-10-000-024 and 5139-10-000-025 for the Purpose of Acquiring Right-of-Way Sufficient to Construct the Pembroke Road Extension to US-27

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R7487, Approving the Agreement for Purchase and Sale of Parcels 5139-10-000-024 and 5139-10-000-025 for the Purpose of Acquiring Right-of-Way Sufficient to Construct the Pembroke Road Extension to US-27.

**ISSUE:** City Commission approval is required to acquire property in excess of \$75,000.

**BACKGROUND:** In September 2018, municipalities entered into Interlocal Agreements ("ILAs") with Broward County and the Broward Metropolitan Planning Organization ("MPO") that outlined terms for implementing a proposed transportation system surtax that was approved by voters on November 6, 2018. In July 2019 and March 2021, respectively, the Commission approved the first and second amendments to the ILA. On August 18, 2021, the Commission entered into an ILA between Broward County and City of Miramar for Surtax-funded Municipal Transportation Project: Pembroke Road/Miramar Parkway Expansion (MIRA-001, 002, 003, and 004). This ILA defined the terms for project funding for the Pembroke Road/Miramar Parkway Expansion project.

The project funding arrangement provides for funding in advance of expenditure by the City. This funding comes in increments of 25% of the total not-to-exceed amount for the applicable project phase/task. For Right-of-Way Acquisition and Wetland Mitigation (Phase 1, Task 1), the not-to-exceed total value is \$1,800,000, and the first quarterly advance will total \$450,000. The first quarterly advance will be granted prior to closing on the sale and purchase.

In order to construct the roadway expansion, the City must purchase additional right-of-way along the southern edge of the Pembroke Road Corridor west of Southwest 196<sup>th</sup> Avenue. The City must acquire portions of three parcels - South Florida Water Management District (SFWMD) owns two parcels and Florida Department of Environmental Protection (FDEP) owns one parcel. The portions of SFWMD's parcels that the City must acquire (4.75 acres total) were appraised and have a fair market value of \$210,000.00. FDEP is only willing to grant a permanent easement across their parcel, which they will provide in exchange for 1.5 times the appraised value of the property. The appraisal for the FDEP parcel, valued the parcel at \$50,000, so the permanent easement will cost \$75,000. Neither FDEP nor SFWMD will allow direct purchase of their properties – they will only accept lands of equivalent (or greater) value in trade. The total value of all properties that the City must purchase in order to construct the Pembroke Road Extension project is \$285,000.

Since the City of Miramar has no available land to be able to swap, the City of Pembroke Pines offered to sell 8.14 acres of a parcel that they own west of US-27 and north of Johnson Street in order to assist the City in satisfying the requirement. Pembroke Pines has agreed to sell the parcels for \$394,000, which is the lowest of three appraisals that they independently obtained on the property (the other two appraisals were \$407,000.00 and \$553,000.00).

In order to expedite the land acquisition so that the Pembroke Road Expansion project may proceed, and the City can meet the right-of-way acquisition deadlines listed in the ILA, and because the County has agreed to fund the expenditures related to right-of-way acquisition, the City is proposing purchase of the two subject parcels for \$394,000.

The Project Manager for this Project is Leah deRiel, Assistant City Engineer.

**DISCUSSION:** The purchase of these parcels is required so that the City may offer them in a swap for right-of-way necessary to construct the Pembroke Road Expansion.

**ANALYSIS:** Broward County Transportation Surtax funds will be used to fund the sale and purchase of the parcels.

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**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF MIRAMAR, FLORIDA, APPROVING THE AGREEMENT  
FOR PURCHASE AND SALE OF PARCELS 5139-10-000-  
024 AND 5139-10-000-025 FOR THE PURPOSE OF  
ACQUIRING RIGHT-OF-WAY PROPERTY SUFFICIENT TO  
CONSTRUCT THE PEMBROKE ROAD EXTENSION TO  
US-27; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, municipalities entered into interlocal agreements (“ILAs”) with Broward County and the Broward Metropolitan Planning Organization (“MPO”) for implementation of the transportation system surtax approved by voters on November 6, 2018; and

**WHEREAS**, the City approved the Transportation System Surtax Interlocal Agreement (“Surtax ILA”) on September 17, 2018 through Resolution No.18-182; and

**WHEREAS**, the City approved the first amendment to the Surtax ILA on July 10, 2019 through Resolution No.19-142; and

**WHEREAS**, the City approved the second amendment to the Surtax ILA on March 3, 2021 through Resolution No.21-62; and

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**WHEREAS**, the City approved the Interlocal Agreement Between Broward County and City of Miramar for Surtax-Funded Municipal Transportation Project: Pembroke Road/Miramar Parkway Expansion on August 18, 2021 through Resolution No.21-136; and

**WHEREAS**, the City must acquire right-of-way currently owned by the Florida Department of Environmental Protection ("FDEP") and the South Florida Water Management District ("SFWMD") in order to construct the improvements associated with the Pembroke Road/Miramar Parkway Expansion Project; and

**WHEREAS**, the City of Pembroke Pines has 8.14 acres of property (the "Property") available for sale to be used in exchange on a cost for cost basis for the acquisition of the FDEP and SFWMD right-of-way properties required to extend Pembroke Road from SW 196<sup>th</sup> Avenue to US 27; and

**WHEREAS**, the City of Pembroke Pines and the City of Miramar have agreed to the sale and purchase of the Property on the terms and conditions which are set forth in Exhibit "A"; and

**WHEREAS**, the City of Miramar will ultimately transfer the Property to the Florida Department of Environmental Protection ("FDEP") and the South Florida Water Management District ("SFWMD"); and

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**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve and authorize the City Manager to execute the Agreement for Purchase and Sale for Parcels 5139-10-000-024 and 5139-10-000-025, attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the City Commission approves the Agreement for Purchase and Sale for Parcels 5139-10-000-024 and 5139-10-000-025, attached hereto as Exhibit "A."

**Section 3:** That the City Manager is authorized to execute the Agreement for Purchase and Sale for Parcels 5139-10-000-024 and 5139-10-000-025, attached hereto as Exhibit "A", together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall take effect immediately upon adoption.

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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Vice Mayor Yvette Colbourne  
Commissioner Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

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\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_

**AGREEMENT FOR PURCHASE AND SALE**

THIS AGREEMENT FOR PURCHASE AND SALE (“**Agreement**”) is dated as of the Effective Date (as defined herein) and entered into by the City of Pembroke Pines, a Florida municipal corporation (“**Seller**”), and the City of Miramar, a Florida municipal corporation (“**Buyer**”).

**BACKGROUND:**

A. Seller is currently the owner of approximately 8.14 acres (+/-) of land in Pembroke Pines, Florida which is located in Broward County, Florida, and which is more particularly described on Exhibit “A” attached hereto and made a part hereof (“**Property**”). The legal description of the Property shall be subject to verification by a survey prior to the expiration of the Investigation Period, as defined herein.

B. Buyer and the Seller entered into a Joint Participation Agreement for the construction of a roadway from SW 196<sup>th</sup> Avenue to US 27 along Pembroke Road (“JPA”).

C. According to the JPA, Buyer will ultimately transfer the Property to the Florida Department of Environmental Protection (“FDEP”) and the South Florida Water Management District (“SFWMD”) in exchange on a cost for cost basis for the acquisition of the right of way property required to extend Pembroke Road from SW 196<sup>th</sup> Avenue to US 27.

D. The parties to this Agreement have agreed to the sale and purchase of the Property on the terms and conditions which are set forth in this Agreement.

E. The parties to this Agreement have agreed that the purchase of the Property is conditioned on the approval and execution by the FDEP and SFWMD of the respective and proposed Land Swap Agreements for the right of way extension of Pembroke Road in accordance with the JPA between the Buyer and Seller. In the event that the Land Swap Agreements are not approved and closed, the parties to this Agreement agree to all necessary steps to unwind the sale of the Property.

**AGREEMENT:**

1. **Purchase and Sale.** Subject to all of the terms and conditions of this Agreement, Seller will sell to Buyer and Buyer will purchase from Seller the Property, together with all appurtenances, rights, easements, and development rights of way incident thereto, including, without limitation, the following (collectively, with the Property, the “**Property**”):

(a) All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Property, if any;

(b) All land use rights or other consents, authorizations, variances, waivers, licenses, permits, vested concurrency rights, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority with respect to the Property, if any;



(c) All percolation, soil, topographical, traffic, engineering and environmental reports, appraisals or studies in the possession or control of the Seller, and all riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Property, if any;

(d) Any and all other agreements, contracts, covenants, variances and rights, benefits and privileges, and all other intangible rights of Seller related to or benefiting the Property, if any, including the prospective abandonment of unwanted easements or rights of way.

## 2. **Purchase Price.**

(a) The purchase price for the Property is Three Hundred Ninety Four Thousand and 0/100 Dollars (\$394,000.00) ("**Purchase Price**").

(b) Payment of Purchase Price. At the time of Closing, the Buyer will pay to Seller by wire transfer of funds the Purchase Price as adjusted for prorations and adjustments as set forth in this Agreement.

## 3. **Title and Title Insurance.**

(a) Within ten (10) calendar days from the Effective Date (as defined in herein), Seller shall provide to Buyer (and its counsel) a prior owner's title insurance policy, should one exist, with respect to the Property. Within five (5) calendar days following receipt of the prior owner's title insurance policy, Buyer shall, at its sole cost order a standard owner's preliminary title commitment ("**Title Commitment**") which shall describe the Property, list Buyer, or Buyer's assignee, as the prospective named insured, show as the policy amount the Purchase Price, contain the commitment of the title company to insure Buyer's fee simple interest in the Property upon the Closing, and show that title to the Property is good and marketable and insurable subject to no liens, encumbrances, exceptions or qualifications which would preclude the Buyer, in its sole discretion, from accepting the Property.

(b) Buyer shall have TEN (10) days from receipt of the Title Commitment in which to examine the condition of title and make its written objections ("**Title Objections**") to the form or content of the Title Commitment by providing written notice to Seller setting forth the Title Objections ("**Objection Letter**"). If the Buyer fails to provide the Objection Letter to Seller within such time period, then, for all purposes of this Agreement, the Buyer shall be deemed to have accepted title in the condition described in the Title Commitment. Any title exceptions which are not objected to within such time period shall be deemed to be acceptable to Buyer and permitted exceptions ("**Permitted Exceptions**").

(c) If the Buyer timely notifies the Seller of any Title Objections, then the Seller agrees to use reasonable diligence to cure such Title Objections and otherwise make title good, marketable and insurable, for which purpose the Seller shall have a reasonable time but in no event more than three (3) calendar days prior to the Closing Date. Unless otherwise agreed to, in no event shall Seller be obligated to prosecute legal action to cure any title defects or expend any funds to cure such defects. After reasonable diligence on the part of the Seller, if the Title Objections are not cured (as determined by Buyer), then at the end of the third calendar day prior to the Closing Date, Buyer may elect to (i) terminate this Agreement and the Deposit

shall be returned to Buyer, and all parties hereto shall be released from any and all obligations and liabilities hereunder or (ii) waive any Title Objections, by written notice to the Seller, in which event such Title Objections shall be deemed Permitted Exceptions and the Closing shall take place pursuant to this Agreement without any abatement in the Purchase Price. If Buyer fails to notify Seller of either election under the preceding sentence by the end of the third calendar day prior to the Closing Date, , then Buyer shall be deemed to have waived any such Title Objections. If Buyer timely delivers a Title Objection Notice, then, within five (5) calendar days after receipt thereof, Seller shall give to Buyer a written notice (the “**Title Cure Notice**”) that identifies which, if any, title defects objected to (i) Seller agrees to cure on or before the Closing Date, and (ii) Seller does not agree to, or cannot, cure; it being understood and agreed that Seller shall not be obligated to cure any defects, accept as provided herein. If Seller gives Buyer notice that Seller will not, or cannot, remove one or more title objections, then Buyer shall have the right, at its option, either to (x) terminate this Agreement by notice to Seller given within five (5) days after receipt of the Title Cure Notice, whereupon both parties shall be released from all further obligations under this Agreement, or (y) proceed to close the transaction contemplated by this Agreement, in which event Buyer shall waive Buyer’s objections. Seller shall satisfy all "requirements" imposed on Seller as set forth in Schedule B-I of the Title Commitment prior to the Closing Date (as defined herein). Notwithstanding anything to the foregoing herein, Seller shall be required to satisfy, discharge or bond over liens, encumbrances or other monetary items which can be satisfied by the payment of an ascertainable sum.

(d) In the event that any matter shall be recorded against the Property between the date of the Title Commitment and the Closing Date, which is not contained in the Title Commitment (“**New Matter**”), then each such New Matter shall be deemed to be objectionable to Buyer and shall be removed by Seller promptly upon Buyer’s request, but in all events, prior to the Closing Date.

#### 4. **Investigation Period.**

(a) Within fifteen (15) calendar days after the Effective Date (as defined herein), Seller shall provide Buyer with any and all relevant information relating to the Property which is in Seller’s possession, custody or control, including but not limited to all surveys, topographical maps, soil borings reports, agreements, environmental reports, appraisals, permits, leases, contracts, regulations and or other governmental or quasi-governmental matters affecting the Property. In addition, Seller shall deliver to Buyer any additional information with respect to the Property within ten (10) calendar days of the Seller’s receipt thereof. Commencing on the Effective Date and expiring Thirty (30) calendar days thereafter (the “**Investigation Period**”), Buyer shall determine whether the Property is acceptable to Buyer, in its sole and absolute discretion. During the term of this Agreement, Buyer and Buyer’s contractors, consultants, employees, and other representatives shall have the right to conduct, at their own expense, inspections of the Property in order to determine if the Property is acceptable to Buyer in its sole discretion. Seller hereby grants to Buyer and its agents, servants, employees, contractors and representatives, a right of entry upon every portion of the Property, and a right to examine all records, documents, data or information of any kind or nature relating to or concerning the Property in the possession or under the control of Seller or other matters pertaining to the Property (and Seller hereby agrees to make any and all records, documents, data or information

of any kind or nature relating to or concerning the Property in the possession or under the control of Seller available to Buyer) from time to time at all reasonable times for the purpose of inspecting the Property.

(b) The Buyer hereby indemnifies and holds the Seller harmless from any loss, cost or expense including, but not limited to reasonable attorney's fees and out-of-pocket costs actually incurred by the Seller as a result of the negligence or misconduct of any of Buyer's agents who enter the Property. The indemnification provided herein shall survive any termination or closing under this Agreement. Buyer shall have no indemnification obligation or other liability for, or in connection with any claims arising from pre-existing conditions on or under the Property, or those arising from the presence, discovery, or disturbance of "**Hazardous Substances**" as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. '9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and shall include oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. '1251 et seq. and the regulations promulgated thereunder (as amended from time to time), the Resource, Conservation and Recovery Act, 42 U.S.C. '6901 et seq., and the Florida Resource Recovery and Management Act, Florida Statutes '403.70-403.73, each as amended from time to time and shall include any other elements or compounds contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "**EPA**") and the list of toxic pollutants designated by Congress or the EPA as defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree relating to standards of conduct concerning any toxic or dangerous waste or substance.

(c) Notwithstanding anything to the contrary contained in this Agreement, in the event that Buyer, in its sole and absolute discretion, is satisfied with the results of its inspections, Buyer may elect to proceed with the transaction described herein by providing written notice to Seller no later than the expiration of the Investigation Period ("**Acceptance Notice**"). If Buyer does not provide Seller with the Acceptance Notice on or before the expiration of the Investigation Period, this Agreement shall be deemed terminated and shall be null and void without recourse to either party hereto, except for those obligations which expressly survive the termination of this Agreement. In the event Buyer timely sends the Acceptance Notice on or before the expiration of the Investigation Period, then Buyer shall be deemed to have elected to proceed with this Agreement and to be satisfied with its inspections. In addition, Buyer shall have the right, in Buyer's sole and absolute discretion, at any time on or before the expiration of the Investigation Period, to terminate this Agreement by sending written notice of such termination to Seller and this Agreement shall be deemed terminated and shall be null and void without recourse to either party hereto, except for those obligations which expressly survive the termination of this Agreement as specifically provided for herein.

## 5. Closing Date.

If Buyer proceeds with this transaction following the expiration of the Investigation Period, the purchase and sale contemplated by this Agreement ("**Closing**") shall be closed on the date which is fifteen (15) calendar days subsequent to the Investigation Period ("**Closing Date**").

6. **Closing Conditions.** The obligations of Buyer and Seller to close this transaction shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

(a) Seller shall have delivered Seller's executed closing documents to Seller's attorney or closing agent.

(b) Title to the Property shall be free of all encumbrances other than the Permitted Exceptions and the Property shall be free of violations of record of any applicable law.

(c) The title company shall be able to deliver at Closing an ALTA Form B Marketability Owner's Title Insurance Policy ("**Title Policy**") insuring Buyer's right, title and interest in the Property in the amount of the Purchase Price, excepting no matters other than the Permitted Exceptions.

(d) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct when made, and shall be true and correct on the Closing Date with the same effect as if made on and as of such date.

(e) Buyer shall be solely responsible for the payment of any and all impact fees in connection with or associated with the Property.

7. **Seller's Closing Documents.** Seller shall deliver to the Buyer (and its counsel) at least five (5) days prior to the Closing copies of the following documents, dated as of the Closing Date, the delivery and accuracy of such executed documents which shall be a condition to the Buyer's obligation to consummate the purchase and sale:

(a) **Special Warranty Deed.** A Special Warranty Deed in recordable form, duly executed by the Seller, conveying to the Buyer good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions, with the legal description provided in the Title Commitment.

(b) **Affidavit.** A "gap", no-lien and exclusive possession affidavit sufficient for the title company to delete any exceptions for parties in possession, mechanic's or materialmen's liens and "gap" from the title policy. The no-lien affidavit shall relate to any activity of the Seller at the Property within the period that a mechanic's lien can be filed based on such activity prior to the closing.

(c) **FIRPTA Affidavit.** In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("**FIRPTA**"), Seller will deliver to Buyer at closing Seller's affidavit under penalty of perjury stating the Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986 and the U.S. Treasury Regulations thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer. Seller represents and warrants to Buyer that it has not made nor does Seller have any knowledge of any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with by either transferor or transferee. As required by law, if Seller fails to comply with the requirement of this paragraph, Buyer shall withhold 10% of the Purchase Price in

lieu of payment thereof to Seller and pay it over instead to the Internal Revenue Service in such form and manner as may be required by law.

(d) Seller Authorization. Evidence of Seller's authorization to consummate this transaction, as required by the Title Company.

(e) Additional Documents. Such additional documents as are customarily required of seller's in transactions of this type in Broward County, Florida or as may be reasonably necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements call for under this Agreement that have not been delivered previously.

8. Buyer's Deliveries. At the Closing, and after the Seller has complied with all of the terms and conditions of this Agreement and simultaneously with Seller's delivery of the documents required in Section 7, the Buyer shall pay to the Seller by wire transfer of funds or local cashier's check, the Purchase Price, adjusted for the prorations, adjustments and other payments provided for in this Agreement. Buyer shall prepare a closing statement which must be approved by both Buyer and Seller.

9. Title Update. Prior to Closing Date the Title Agent shall update the Title, and Title to the Property shall be free of all encumbrances other than the Permitted Exceptions and the Property shall be free of violations of record of any applicable law.

10. Survey. Within fifteen (15) calendar days from the Effective Date (as defined herein), Seller shall provide to Buyer (and its counsel) a prior survey with respect to the Property, if one exists, ("**Existing Survey**"), provided Seller has a survey in its possession. During the term of this Agreement, Buyer may, at its option, obtain an update to the Existing Survey (such new survey or update to the Existing Survey, as the case may be, the "**Survey**"). If the Existing Survey discloses that the Property shows any gaps, encroachments, overlaps, or other matters that in Buyer's sole judgment render title unmarketable or that preclude the contemplated purposes of the Property ("**Unacceptable Survey Matters**"), then Buyer will so notify Seller in writing within prior to the end of the Investigation Period. Any such survey defects shall be deemed Title Objections, and shall entitle or subject, as the case may be, Buyer and Seller to the rights and obligations relating to Title Defects prescribed in the Section 3 above titled "Title and Title Insurance". Any matters reflected on the Existing Survey to which Buyer does not expressly object in Buyer's notice of objections shall be deemed Permitted Exceptions. In the event Buyer elects to obtain a Survey, and such Survey discloses any Unacceptable Survey Matters which were not contained in the Existing Survey, then Buyer will so notify Seller in writing within fifteen (15) days after receipt of the Survey. Any such survey defects shall be deemed Title Objections, and shall entitle or subject, as the case may be, Buyer and Seller to the rights and obligations relating to Title Objections prescribed in the Section 3 above titled "Title and Title Insurance". Any matters reflected on the Survey to which Buyer does not expressly object in Buyer's notice of objections shall be deemed Permitted Exceptions.

11. Seller's Warranties. Seller hereby represents and warrants to Buyer as follows:

(a) There are no condemnation or eminent domain proceedings pending or to the best of Seller's knowledge contemplated against the Property or any part thereof, and the Seller has received no notice of the desire of any public authority to take or use the Property or any part thereof.

(b) There are no pending suits or proceedings against or affecting Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

(c) The Seller has full power and authority, and all necessary governmental actions on behalf of Seller have been taken, to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement, to perform all obligations arising under this Agreement, and to complete the transfer of the Property contemplated by this Agreement. This Agreement has been duly executed and delivered by the Seller and constitutes a valid, binding and enforceable obligation of the Seller, subject to bankruptcy and other debtor relief laws and principals of equity.

(d) Seller is not, and will not be, a person or entity with whom Buyer is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "**USA Patriot Act**") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "**Anti-Terrorism Laws**"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

(e) Seller has no notice or actual knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Property, (ii) any violations of zoning ordinances or other governmental regulations with respect to the Property; (iii) any pending or threatened condemnation proceedings with respect to the Property; or (iv) any suit, action, claim or other proceeding which relates to or affects the Property

(f) No person or entity has any agreement, commitment, option, right of first refusal, right of first offer, or any other right, option or agreement, whether oral or written, with respect to the purchase of the Property or any portions thereof, other than Buyer, pursuant to this Agreement. Prior to Closing, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed or otherwise transferred by Seller, nor shall Seller enter into any agreement, commitment, option, right of first refusal, or any other right, option or agreement with respect to the purchase of all or any portion of the Property.

(g) Seller has not entered into any leases, options or other occupancy agreements, either written or oral, affecting the Property and Seller has exclusive possession of the Property.

(h) There are no agreements or contracts entered into by Seller affecting the Property that will be binding on Buyer after Closing.

(i) Real Property Sold As Is, Where Is, Release:

SELLER makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by SELLER at Closing in accordance with this Agreement, and SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The BUYER specifically acknowledges and agrees that SELLER shall sell and BUYER shall purchase the Property on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis and that, except for the SELLER’S representations and warranties specifically set forth in this Agreement, BUYER is not relying on any representations or warranties of any kind whatsoever, express or implied, from SELLER its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property’s value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

As used herein, the term “Hazardous Materials” means (i) those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste”, (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

## **12. Buyer’s Representations.**

Buyer hereby represents and warrants to the best of Buyer’s knowledge that all of the following are true and correct:

(a) Buyer has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the Buyer do not and will not violate the corporate or organizational documents of Buyer and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the Buyer is a party.

(c) No action by any federal, state, municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms and conditions.

All of the representations, warranties and covenants of Buyer contained in this Agreement or in any other document, delivered to Seller in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

### 13. **Closing Costs.**

13.1 **Seller's Closing Costs.** Seller shall pay for the following items prior to or at the time of closing:

a) Cost and expense related to Seller's attorney fees.

13.2 **Buyer's Closing Costs.** Buyer shall pay for the following items prior to or at the time of Closing:

a) Costs associated with updating title, appraisals, survey, environmental reports (phase I and phase II);

b) Recording fees of the Special Warranty Deed, and any other instrument as required to be recorded in the Public Records;

c) Owner's title insurance policy.

d) Cost and expense related to Buyer's attorney fees.

14. **Real Estate Commissions.** Buyer and Seller represent and warrant to each other that each has not dealt with any broker, agent or similar person in connection with this transaction. The Buyer is solely responsible for paying any and all brokerage commission which shall be fully disclosed on the Closing Statement. The Buyer and Seller do mutually agree to indemnify and hold harmless the other party from and against any all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which either Buyer or Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by either party whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated herein.

15. **Condemnation.** In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a



proposed taking of any portion of the Property by eminent domain, condemnation or otherwise or if Seller shall receive any notice or knowledge that any agency or entity having the power of eminent domain is contemplating or is seeking the taking or condemnation of the Property, or any part thereof, or any interest therein (which in Buyer's sole opinion materially impairs the proposed development of the Property), prior to Closing, or in the event of the taking of any portion of the by eminent domain, condemnation or otherwise, prior to Closing, then the Seller shall notify the Buyer promptly and the Buyer shall have the option, in its sole and absolute discretion of either (a) terminating this Agreement or (b) closing in accordance with the terms of this Agreement, but at Closing the Seller shall assign to the Buyer all of its right, title and interest in and to any net awards that have been or may be made with respect to such eminent domain proceeding or condemnation. Such election must be made by the Buyer within thirty (30) days of the notice furnished by Seller. If Buyer fails to make an election in writing, it shall be deemed to have elected alternative (a).

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

20. **Waiver; Modification.** The failure by the Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of the Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit which is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties.

21. **Governing Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be Broward County, Florida.

22. **Headings.** The paragraph headings as set forth in this Agreement are for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

23. **Enforceability.** If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

24. **Notices.** Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sent as follows:

If to Buyer:	City of Miramar Attn: City Manager 2300 Civic Center Place Miramar, Florida 33025
With a copy to:	Austin Pamies Norris Weeks Powell, PLLC 401 NW 7 <sup>th</sup> Avenue Fort Lauderdale, Florida 33311
If to Seller:	City of Pembroke Pines Attn: Charles Dodge, City Manager 601 City Center Way Pembroke Pines, Florida 33025
With a copy to:	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd, Suite 200 Fort Lauderdale, Florida 33308 Telephone: 954-771-4500 Facsimile: 954-771-4923 Email: ddooddy@gorencherof.com Attn: Donald J. Doody, Esq.

Any such notice shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date such notice is deposited with such courier, (b) sent by facsimile, in which case notice shall be deemed delivered upon confirmed transmission of such notice by facsimile, (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery of such notice, or (d) sent by electronic mail (“**Email**”), in which case notice shall be deemed delivered upon confirmed transmission of such notice by Email. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actually received by the recipient thereof. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. The attorney for a party has the authority to send and receive notices on behalf of such party.

25. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party, which may be withheld in such party's sole discretion, except that Buyer may assign its rights under this Agreement with respect to the Property to one or more entities controlled by Buyer or its principals, or affiliated with the Buyer, or to any financial institution which may become a “partner” (which shall include an affiliation through any form of business organization) of the Buyer (or any of their affiliates), provided, however, a copy of the assignment and assumption agreement shall be delivered to Seller prior to Closing Date, if applicable.

26. **Attorneys' Fees.** In the event that it becomes necessary for either party to bring suit to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover

all costs, including reasonable attorneys' fees, incurred in connection with such litigation (including appellate proceedings) against the non-prevailing party.

27. **Radon Disclosure.** Pursuant to statute, Seller hereby notifies Buyer as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

28. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to sign this Agreement has executed this Agreement. Buyer shall confirm to Seller in writing the date of the Effective Date. Buyer recognizes that though it has negotiated this Agreement with Seller's representatives and has signed it, Seller cannot execute this Agreement until it has fully complied with the provisions of Section 8.03 of Seller's Charter. If the City Commission of Seller approves this Agreement in accordance with Section 8.03 of the Charter, then the Effective Date shall be the date upon which Seller executes this Agreement.

29. **Time of the Essence.** Time is of the essence with respect to each provision of this Agreement. Provided however, if the date for performance is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

30. **No Third Party Beneficiaries.** This Agreement is an agreement between Seller and Buyer only and no third parties shall be entitled to assert any rights as third party beneficiaries hereunder.

31. **Counterpart Execution.** This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. To facilitate the execution and delivery hereof, the parties may exchange executed counterparts hereof, or of any amendment hereto, by facsimile or other similar electronic transmission, which transmission shall be deemed delivery of an original executed counterpart by such party.

32. **Recordation.** At the election of Buyer, and at Buyer's sole cost, this Agreement or any memorandum, summary, or other evidence hereof may be recorded in any public records prior to the consummation of the Closing.

33. **Marketing the Property.** Seller hereby agrees that as of the Effective Date and provided that this Agreement has not terminated, the Seller may not continue marketing the Property or the membership interest of the Seller and may not enter into contracts for the sale of the Property or any contracts for the sale of the membership interest of the Seller.

34. **Survival.** Except as otherwise provided herein, the provisions of this Agreement shall not survive the Closing and shall be merged into the conveyance documents executed and delivered at Closing.

35. **Successors.**

This Agreement shall apply to and bind the executors, administrators, successors and assigns of Seller and Buyer.

The parties have executed this Agreement as of the day and year last written below.

**BUYER:**

CITY OF MIRAMAR, a Florida municipal corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: January\_\_\_\_, 2021

**SELLER:**

CITY OF PEMBROKE PINES, a Florida municipal corporation

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

Name: Charles F. Dodge

Title: City Manager

Date: January \_\_\_\_\_, 2021

**Exhibit A**  
Legal Description  
(To be confirmed via survey)

Parcel 1 Folio ID 5139-10-00-0024

THE EAST 357.12 FEET OF THE WEST 752.12 FEET OF THE NORTH 260.92 FEET OF THE SOUTH 1016.45 FEET, ALL MEASURED AT RIGHT ANGLES, OF THE SOUTHWEST ONE-QUARTER (SW 1/4), SECTION 10, TOWNSHIP 51 SOUTH, RANGE 39 EAST.

SAID LANDS SITUATE WITHIN THE CITY OF PEMBROKE PINES, BROWARD COUNTY FLORIDA, CONTAINING 2.140 ACRES, MORE OR LESS.

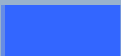

Parcel 2 Folio ID 5139-10-00-0025

THE EAST 357.12 FEET OF THE WEST 752.12 FEET OF THE NORTH 731.55 FEET OF THE SOUTH 1748.00 FEET, ALL MEASURED AT RIGHT ANGLES, OF THE SOUTHWEST ONE-QUARTER (SW 1/4), SECTION 10, TOWNSHIP 51 SOUTH, RANGE 39 EAST.

SAID LANDS SITUATE WITHIN THE CITY OF PEMBROKE PINES, BROWARD COUNTY FLORIDA, CONTAINING 6.000 ACRES, MORE OR LESS.



LOCATION MAP OF PARCELS TO BE PURCHASED



RIGHT-OF-WAY	PARCEL ID
	5139-10-000-024
	5139-10-000-025

LOCATION MAP OF REQUIRED PARCELS FOR  
PEMBROKE ROAD EXTENSION



RIGHT-OF-WAY	PROPERTY OWNER
	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR  
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
PEMBROKE ROAD/MIRAMAR PARKWAY EXPANSION (MIRA-001, 002, 003, and 004)**

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Miramar, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

Municipal Interlocal Agreement for Surtax-Funded Transportation Projects  
Project MIRA-001-004



- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means the City Engineer for the City of Miramar, or designee.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Project Description and Project Schedule</b>
<b>Exhibit B</b>	<b>Funding Schedule</b>
<b>Exhibit C</b>	<b>Reporting Requirements</b>
<b>Exhibit D</b>	<b>Form Contracts</b>
<b>Exhibit E</b>	<b>Municipal Resolution Authorizing Execution of Agreement</b>

## **ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING**

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed

to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed

material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator

and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)

- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on September 30, 2026 (“Initial Term”), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

#### **ARTICLE 5. FUNDING AND SURETY**

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipality's City Manager, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1 (Task 1): R/W Acquisition & Wetland Mitigation	\$ 1,800,000.00
Phase 1 (Task 2): Design	\$ 5,930,000.00
Phase 2: Construction (inclusive of 5% contingency)	<i>[To be decided in an amended agreement]</i>
<b>MAXIMUM FUNDING AMOUNT:</b>	\$7,730,000



In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or



sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any Municipal Interlocal Agreement for Surtax-Funded Transportation Projects  
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backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

## **ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION**

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way. County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated

incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require

Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

## **ARTICLE 7. INDEMNIFICATION**

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at

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County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## **ARTICLE 8. AUDITING**

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by



County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

## **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes.

This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.



## **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

“The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the “Commitment”), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

## **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipal Interlocal Agreement for Surtax-Funded Transportation Projects  
Project MIRA-001-004

Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this

Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator  
Attn: Bertha Henry  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: bhenry@broward.org

*With a copy to:*

Broward County Attorney's Office:  
Attn: Angela J. Wallace  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Email address: ajwallace@broward.org

FOR MUNICIPALITY: (see next page)

FOR MUNICIPALITY:

Vernon Hargray, City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar FL 33025  
Telephone: (954) 602-3115  
Facsimilie: (954) 602-3672  
Email address: [vehargray@miramarfl.gov](mailto:vehargray@miramarfl.gov)

With a copy to:  
Burnadette Norris-Weeks  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Telephone: (954) 768-9770  
Email address: [bnorris@apnwplaw.com](mailto:bnorris@apnwplaw.com)

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Municipal Interlocal Agreement for Surtax-Funded Transportation Projects  
Project MIRA-001-004

Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its



Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its City Manager duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

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

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
Devona A. Reynolds Perez (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

MIRA-001-004 Municipal Interlocal Agreement  
03/16/2021  
#487127.12

Municipal Interlocal Agreement for Surtax-Funded Transportation Projects  
Project MIRA-001-004

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR  
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
PEMBROKE ROAD/MIRAMAR PARKWAY EXPANSION (MIRA-001, 002, 003, and 004)**

**MUNICIPALITY**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
CITY OF MIRAMAR, CLERK

By: \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
Vernon E. Hargray

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

I HEREBY CERTIFY that I have approved  
this Agreement as to form and legal  
sufficiency subject to execution by the parties:

\_\_\_\_\_  
Burnadette Norris-Weeks, City Attorney

**EXHIBIT A**  
**Project Description and Project Schedule**

**1. Project:**

As further detailed in Attachment 1 to this Exhibit A, this Project includes the following three segments:

- **The widening of Pembroke Road from SW 160th Ave (Dykes Road) to SW 196th Ave (Segment A)** - From SW 160th to SW 196th Ave, the final configuration will include widening from an existing 2 lane typical section to a 4 lane divided roadway with median, landscaping, irrigation, lighting, drainage, buffered bike lanes, sidewalks, noise walls, traffic signal design, and pavement marking and signage.
- **The expansion of Pembroke Road from SW 196th Ave to US-27 (Segment B)** - From SW 196th Ave to US-27, the final configuration will include a new 4 lane divided roadway with median, a bridge/culvert over SBDD Canal No. 7, landscaping, irrigation, lighting, drainage, buffered bike lanes, sidewalks, noise walls (if warranted, solely adjacent to the developed area on the north side of Pembroke Road between SW 196<sup>th</sup> Avenue and SW 198<sup>th</sup> Terrace), pavement marking and signage, traffic signal design, and warrant studies.
- **The extension of Miramar Parkway from SW 192nd Terrace to Pembroke Road (Segment C)** - the final configuration will include a new 2 lane divided roadway with median, landscaping, irrigation, lighting, drainage, buffered bike lanes, sidewalks, noise walls, pavement marking and signage, traffic signal design, and warrant studies.

**2. Deliverables:**

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

Municipality shall provide a certification from a professional engineer which states all documents submitted meet a level of completeness in accordance with local engineering standards; this applies to all Deliverables listed in this Agreement.

(Tables on following pages)

**DELIVERABLES: Phase 1 – Task 1- Segments B and C - R/W Acquisition & Wetland Mitigation**

<b>No.</b>	<b>Description</b>	<b>Duration/Deadline</b>	<b>Acceptance Criteria</b>
0	Executed ILA between County and Municipality	September 30, 2021	ILA executed by City
1	Warranty Deed – SFWMD Parcel 5139 2301 0060 (Parcel 1)	February 28, 2022	Fully executed Warranty Deed for review and approval by County. Progress report for R/W and Wetland Mitigation for review and approval by County.
2	Warranty Deed – SFWMD Parcel 5139 2301 0181 (Parcel 2)	February 28, 2022	Fully executed Warranty Deed for review and approval by County. Progress report for R/W and Wetland Mitigation for review and approval by County.
3	Permanent Easement Agreement – FDEP Parcel 5139 2301 0180 (Parcel 3)	February 28, 2022	Fully executed Permanent Easement Agreement for review and approval by County. Progress report for R/W and Wetland Mitigation for review and approval by County.
4	Segment B Wetland Mitigation Activities (maintenance costs not eligible for surtax funding)	January 31, 2024	Segment B required wetland mitigation agency impact permits, mitigation credits and authorizations acquired for review and approval by County.
5	Segment C – Wetland Mitigation Activities (maintenance costs not eligible for surtax funding)	January 31, 2024	Segment C required wetland mitigation agency impact permits, mitigation credits and authorizations acquired for review and approval by County.

**DELIVERABLES: Phase 1 – Design – Task 2-Segment A**

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	September 30, 2021	ILA executed by City; City certifies Right of Way Acquisition and Wetland Mitigation not required for this segment.
1	Bid Advertisement and Award	November 30, 2021	Consultant Agreement with County terms and conditions.
2	Notice to Proceed and Commencement of Work	March 31, 2022	NTP Issued.
3	Basis of Design Report	June 31, 2022	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include a noise study for soundwalls, lighting justification report if lighting is proposed, and conceptual drainage design for review and approval by County.
4	30% Design Submittal	90 days after acceptance of Basis of Design Report	Typical and standard sections must be included in 30% Design Submittal for review and approval by County.
5	60% Design Submittal	April 30, 2023	Complete drainage analysis must be included in 60% Design Submittal for review and approval by County.
6	90% Design Submittal	September 30, 2023	Subject to review and approval by County.
7	Final Plans, Specification Package, and Final Cost Estimate Submittal Permitting completed.	January 31, 2024	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.

**DELIVERABLES: Phase 1 – Design – Task 2- Segment B**

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	September 30, 2021	ILA executed by City; Right of Way Acquisition and Wetland Mitigation completed or written approval from County of City's R/W Acquisition and Wetland Mitigation Progress.
1	Bid Advertisement and Award	November 30, 2021	Consultant Agreement with County terms and conditions. If Right of Way and Wetland Mitigation is not complete, City must provide a progress report which demonstrates sufficient progress for review and approval by County.
2	Notice to Proceed and Commencement of Work	March 31, 2022	NTP Issued. If Right of Way and Wetland Mitigation is not complete, City must provide a progress report which demonstrates sufficient progress for review and approval by County.
3	Basis of Design Report	June 31, 2022	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include a noise study for soundwalls, lighting justification report if lighting is proposed, and conceptual drainage design for review and approval by County. If Right of Way and Wetland Mitigation is not complete, City must provide a progress report which demonstrates sufficient progress for review and approval by County.
4	30% Design Submittal	90 days after acceptance of Basis of Design Report	Typical and standard sections must be included in 30% Design Submittal for review and approval by County. Right of Way Acquisition and Wetland Mitigation completed or progress and plans for completion demonstrate that the project is viable and feasible in the County's sole discretion.
5	60% Design Submittal	April 30, 2023	Complete drainage analysis must be included in 60% Design Submittal for review and approval by County. Right of Way Acquisition must be completed subject to review and approval by County.
6	90% Design Submittal	September 30, 2023	Subject to review and approval by County.
7	Final Plans, Specification Package, and Final Cost Estimate Submittal. Permitting and wetland mitigation completed.	January 31, 2024	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Wetland mitigation must be completed. Subject to review and approval by County.

**DELIVERABLES: Phase 1 – Design – Task 2- Segment C**

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	September 30, 2021	ILA executed by City; City certifies R/W acquisition not required for this segment. Wetland Mitigation completed or written approval from County of City's Wetland Mitigation Progress.
1	Bid Advertisement and Award	November 30, 2021	Consultant Agreement with County terms and conditions. If Wetland Mitigation is not complete, City must provide a progress report which demonstrates sufficient progress for review and approval by County.
2	Notice to Proceed and Commencement of Work	March 31, 2022	NTP Issued. If Wetland Mitigation is not complete, City must provide a progress report which demonstrates sufficient progress for review and approval by County.
3	Basis of Design Report	June 31, 2022	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include a noise study for soundwalls, lighting justification report if lighting is proposed, and conceptual drainage design for review and approval by County. If Wetland Mitigation is not complete, City must provide a progress report which demonstrates sufficient progress for review and approval by County.
4	30% Design Submittal	90 days after acceptance of Basis of Design Report	Typical and standard sections must be included in 30% Design Submittal for review and approval by County. Wetland Mitigation completed or progress and plans for completion demonstrate that the project is viable and feasible in the County's sole discretion.
5	60% Design Submittal	April 30, 2023	Complete drainage analysis must be included in 60% Design Submittal for review and approval by County.
6	90% Design Submittal	September 30, 2023	Subject to review and approval by County.
7	Final Plans, Specification Package, and Final Cost Estimate Submittal. Permitting and wetland mitigation completed.	January 31, 2024	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County. Wetland mitigation activities must be completed. Subject to review and approval by County.

### 3. Project Schedule:

<b><u>Phase: 1 &amp; 2</u></b>	<b><u>Estimated Date for Completion</u></b>
Execution of ILA between County and Municipality	September 30, 2021
Project Consultant Advertising Bid and Award	4months/January 31, 2022
Consultant Agreement Execution	1 month/ February 28, 2022
Notice to Proceed Issued	March 31, 2022
All R/W Acquisition Completed	February 28, 2022
Wetland Mitigation Completed	January 31, 2024
Design Completion	January 31, 2024



## EXHIBIT B Funding Schedule

**Funding Amounts:** The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

**Invoicing/Application for Funding Documentation:** Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

**Additional Invoicing Requirements:** If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ Pay Application documents consistent with AIA Document G702 and G703
- ☐ \_\_\_\_\_

**Funding Parameters:** The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

For each Task or Segment stated below, Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable ("Application for Funding"). The first Application for Funding shall be submitted to the Contract Administrator after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per Task or Segment as stated below.

Each quarter will be funded in advance by County per the schedules stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the following information from the prior Deliverables: the amount of funding received, evidence of actual expenditures (including, without limitation, documentation demonstrating all invoices received from and payments made to Consultant, for right of way acquisition, or wetland mitigation), and a statement indicating the cumulative amount of CBE participation. Municipality shall also submit with each Application for Funding: an updated progress schedule and a certification that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

**Phase 1 -Task 1- R/W Acquisition & Wetland Mitigation**

<b>Deliverables</b>	<b>Maximum Not-To-Exceed Amount</b>
Deliverables 1-3: First Right of Way Acquisition: Warranty Deed or Permanent Easement Agreement for Parcel 1, 2, 3; and Wetland mitigation credits.	\$450,000
Deliverable 4 or 5: Segment B or C Wetland Mitigation. (*wetland mitigation maintenance costs are not eligible for surtax funding)	\$450,000
Deliverable 4 or 5: Segment B or C Wetland Mitigation. (*wetland mitigation maintenance costs are not eligible for surtax funding)	\$450,000
Deliverable 4 or 5: Segment B or C Wetland Mitigation. (*wetland mitigation maintenance costs are not eligible for surtax funding)	\$450,000
<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:</b>	<b>\$1,800,000</b>

## Phase 1 -Task 2- Design

<b>Task 2 – Segment A Deliverables</b>	<b>Maximum Not-To-Exceed Amount</b>
Deliverables 0-4: Bid Advertisement and Award; Consultant Agreement Executed; Basis of Design Report; 30% Design Submittal *City certifies Right of Way Acquisition and wetland mitigation not required for this segment.	\$945,000
Deliverable 5: 60% Design Submittal.	\$945,000
Deliverable 6: 90% Design Submittal.	\$945,000
Deliverable 7: Final Plans; Specification Package; Final Cost Estimate Submittal; Approved/Issued Permits.	\$945,000
<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:</b>	<b>\$3,780,000</b>

<b>Task 2 – Segment B Deliverables</b>	<b>Maximum Not-To-Exceed Amount</b>
Deliverables 0-4: Bid Advertisement and Award; Consultant Agreement Executed; Basis of Design Report; 30% Design Submittal; Right of Way Acquisition and Wetland Mitigation completed or progress and plans for completion demonstrate that the project is viable and feasible in the County's sole discretion.	\$347,500
Deliverable 5: 60% Design Submittal.	\$347,500
Deliverable 6: 90% Design; Task 1, Segment B R/W Acquisition Completed.	\$347,500
Deliverable 7: Final Plans; Specification Package; Final Cost Estimate Submittal; Approved/Issued Permits; Task 1 Segment B- Wetland mitigation completed.	\$347,500
<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:</b>	<b>\$1,390,000</b>

<b>Task 2 – Segment C Deliverables</b>	<b>Maximum Not-To-Exceed Amount</b>
Deliverables 0-4: Bid Advertisement and Award; Consultant Agreement Executed; Basis of Design Report; 30% Design Submittal; Wetland Mitigation completed or progress and plans for completion demonstrate that the project is viable and feasible in the County's sole discretion. *City certifies R/W acquisition not required for this segment.	\$190,000
Deliverable 5: 60% Design Submittal.	\$190,000
Deliverable 6: 90% Design Submittal.	\$190,000
Deliverable 7: Final Plans; Specification Package; Final Cost Estimate Submittal; Approved/Issued Permits; Task 1 – Segment C Wetland Mitigation Completed.	\$190,000
<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:</b>	<b>\$760,000</b>

## **EXHIBIT C**

### **Reporting Requirements**

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

## Sample Financial Report

<b>Project Name:</b>	
<b>Quarterly Period:</b>	

### Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	<b>Total Project Funding</b> (Total lines 1 + 2)	<b>\$</b>
4.	Less Proceeds (as defined in Section 5.6)	(\$ )
5.	<b>Adjusted Project Funding</b> (Line 3 minus Line 4)	<b>\$</b>

### Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	<b>Total Project Funding Received</b> (Total lines 6 + 7)	<b>\$</b>	<b>\$</b>	<b>\$</b>

### Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	<b>Total Project Funding Expended</b> (Total lines 9 + 10)	<b>\$</b>	<b>\$</b>	<b>\$</b>

### Section D: Available Funding to Date

12.	<b>Adjusted Project Funding</b> (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	<b>Available Project Funding to date</b> (Line 12 minus line 13)	<b>\$</b>

**Section E: Contract Financials** (*complete for each of Contractor and Consultant*)

Original Contract amount	\$
Changes (increases or decreases)	\$
<b>Revised contract amount</b>	<b>\$</b>
Total Work Completed to Date	\$
Retainage Held to Date	\$
<b>Total Earned Less Retainage</b>	<b>\$</b>
<b>Total Amount Paid to Date</b>	<b>\$</b>
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$
Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

**Section F: Quarterly Detailed Expenditures** (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

**Section G: Project Schedule & Status**





15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ____ Days <input type="checkbox"/> Behind by ____ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

**Section H: Performance Metrics**

**A.** Vendor Performance Evaluation – Professional Services

**B.** Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

# MAP PMO Project Status Report *Template*

<b>&lt;Agency&gt; Project:</b> <i>&lt;fill in project name or id&gt;</i>		<b>Owner:</b> <i>&lt;fill in&gt;</i>	<b>July 15, 2019</b>
<b>Progress update</b> <ul style="list-style-type: none"> <li>• Key activities since the last status report</li> <li>• ?</li> </ul>		<b>Overall Progress</b>   <div style="border: 1px solid black; padding: 5px; display: inline-block;">  Red = Execution critical delay   Amber = Delay; but recoverable   Green = On track         </div>	
<b>Key activities to be completed in the next &lt;2-4&gt; weeks:</b> <ul style="list-style-type: none"> <li>• ?</li> <li>• ?</li> </ul>		<b>Summary:</b> (may include) <ul style="list-style-type: none"> <li>• Key take-aways for BoCC, OB and SurTax Admin</li> <li>• Project run rate; actual vs. planned</li> <li>• % Milestones met</li> <li>• Days over budget</li> <li>• Leverage ratio</li> <li>• Key reminders of critical decisions/milestones/etc.</li> </ul>	
<b>Issues/Challenges:</b>		<b>Proposed solutions:</b>	



**Exhibit D      Form Contracts**

**Surtax-Funded Projects Form** Construction Contract:

**Surtax-Funded Projects Form** Consultant Contract: