

Appropriation Bill Number(s)/Line Number (s)
SB 2000: _____
DUNS No.: 80-939-7102 (DOT)
CSFA No.: 55.026

Contract No.: _____
FM No.: 436418-1-94-01
FEID No.: VF-596-000-531
COUNTY: **BROWARD & DADE**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT

THIS Transportation Regional Incentive Program (TRIP) Agreement (“Agreement”), entered into this ____ day of _____, 20 ____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “DEPARTMENT,” and BROWARD COUNTY, hereinafter referred to as the “COUNTY”.

WITNESSETH

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Management (FM) No. 436418-1-94-01 for the purchase of eight high capacity passenger buses for the SR-9/I-95 Express. Refer to **Exhibit A**, Scope of Services attached hereto and made a part hereof; and

WHEREAS, the purpose of this Agreement, the purchase of eight new high capacity passenger buses hereinafter referred to as the “Project,” is in accordance with Florida 339.2819 and the DEPARTMENT’S Transit Vehicle Inventory Management Procedure (# 725-030-025); and

WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and

WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in “regional transportation areas” pursuant to Fla. Stat. §339.155 (4); and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and

WHEREAS, the COUNTY, acting as a designated regional partnership under Fla. Stat §339.155 (4)(c) and formed by an interlocal agreement, designated Interstate 95 (I-95) as a regional facility.

WHEREAS, the Transit Vehicle Inventory Management Procedure was created, in accordance with Florida Statute 341.051, which establishes the rules and requirements for the DEPARTMENT’S Public Transportation Offices and Staff involved in management control, inventory, transfer, and disposal actions for vehicles and/or DEPARTMENT funded purchases of Public Transit Vehicles; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Mayor or Vice-Mayor of its Board to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. SERVICES AND PERFORMANCE

A) The Project consists of funding assistance for the purchase of eight high capacity passenger buses.

B) The COUNTY agrees to undertake the purchase in accordance with all applicable, federal, state and local statutes, rules, regulations, and standards. Upon completion of the Project, the COUNTY shall certify to the DEPARTMENT in writing that the Project has been completed in accordance with the applicable standards, statutes, rules, regulations, and standards.

C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the purchases by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with quarterly progress reports. The COUNTY will submit written progress reports by the 15th day of the month, following the end of each quarter (January 15th, April 15th, August 15th, October 15th) detailing the activities performed related to the Project.

D) The COUNTY shall not sublet, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation – Office of Modal Development	Broward County Transportation Department
3400 West Commercial Blvd.	1 North University Drive, Suite# 3100A
Fort Lauderdale, FL 33309-3421	Plantation, FL 33324
Attn: Leos A. Kennedy, Jr.	Attn: Jonathan Roberson
With a copy to: Wibet Hay	With a copy to: County Attorney
A second copy: Office of the General Counsel	

3. TERM

- A) Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2019, whichever occurs first, or unless terminated earlier in accordance with the terms of Paragraph 8.
- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT's Director of Transportation Development or Designee's approval.

4. COMPENSATION AND PAYMENT

- A) The COUNTY and the DEPARTMENT agree to share the cost of the Project FM No. 436418-1-94-01. The COUNTY agrees to provide one-half of the Project expenditures and the DEPARTMENT agrees to provide up to the other one-half pursuant to Florida Statue 339.2819.
- B) The estimated total cost for this Project as set forth in the DEPARTMENT'S adopted work program is FIVE MILLION SIX HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED NINETY EIGHT AND NO CENTS (\$5,656,498.00). The COUNTY's share for 50% of the Project cost is TWO MILLION EIGHT HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY NINE DOLLARS AND NO CENTS (\$2,828,249.00). The estimated DEPARTMENT'S share for 50% of the Project cost is TWO MILLION EIGHT HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY NINE DOLLARS AND NO CENTS (\$2,828,249.00) which is subject to the provision below as the maximum participation by the DEPARTMENT, for actual costs incurred. The parties further agree all remaining costs of the Project shall be the sole responsibility of and shall be paid by the COUNTY. However, in the event the total Project cost is less than the amount stated above, the DEPARTMENT shall only pay 50% of the lesser amount and all remaining costs of the Project will be paid by the COUNTY.
 - i. All costs charged to the Project shall be supported by invoices, purchase orders, contracts, and/or vouchers evidencing in proper detail the nature and propriety of the charges.
- C) The COUNTY acknowledges and agrees that the DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

- D) The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The deliverables for the Project consists of:
- 1) Purchase/ Dealer Invoice of the 8 high capacity buses
 - 2) Acceptance Certification Form for the eight (8) new buses
 - 3) Inventory / Specification Spreadsheet
 - 4) Documentation that shows the DEPARTMENT as the only lien holders, for the eight new high capacity buses
- E) The COUNTY shall submit one invoice (3 copies), plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing after all purchases are completed by the COUNTY.
- F) Upon submission of a final invoice, the DEPARTMENT's Project Manager along with the COUNTY's representative will inspect and verify that the buses meet the DEPARTMENT's Transit's standards/ minimum level of service.
- G) The Final Invoice shall be submitted by the COUNTY in detail sufficient for preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in paragraph 4D. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to any reimbursement.
- Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4F, has been met.
- H) Per the State of Florida's Management Plan, any capital purchase in which the DEPARTMENT participates in fifty percent (50%) or more of the actual purchase price, the COUNTY must include the DEPARTMENT as the only lien holder for said purchase.
- I) The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation, and proper submission of a detailed invoice after the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

- J) There shall be no reimbursement for travel expenses under this Agreement.
- K) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverables deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoices amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- L) The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) business days to inspect and approve the goods and/or services unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- M) If a payment is not available within forty (40) calendar days of an invoice being received and stamped with an official date and time of receipt by the DEPARTMENT, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a completed invoice, as approved by the DEPARTMENT, is provided to the DEPARTMENT.
- N) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the Project records, together with supporting documents and records, of the COUNTY and all subcontractors performing work on the Project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P) In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a)**, F.S. are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

Q) It is unlawful for the COUNTY to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section. 129.06, Florida Statutes and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the Board of County Commissioners of Broward County, Florida voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted in accordance with Section 129.07, Florida Statutes.

R) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

5. INDEMNITY AND INSURANCE

- A) The COUNTY agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants who perform with in connection with this agreement

To the fullest extent permitted by law the COUNTY's contractor shall indemnify and hold harmless the COUNTY, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor and persons employed or utilized by the contractor in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the COUNTY's sovereign immunity.

To the fullest extent permitted by law the COUNTY's consultant shall indemnify and hold harmless the COUNTY, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant and persons employed or utilized by the consultant in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the COUNTY's sovereign immunity.

- B) WORKERS' COMPENSATION.

The COUNTY shall also carry and keep in force Workers' Compensation insurance as required by the State of Florida under the Workers' Compensation Law.

- C) LIABILITY INSURANCE. The COUNTY shall carry or cause its contractors, subcontractors, consultants and/or subconsultants to carry and keep in force during the period of this Agreement a general liability policy or policies with a company or

companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. The COUNTY shall have the DEPARTMENT endorsed as additionally insured with regards to the general liability requirements. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits.

6. COMPLIANCE WITH LAWS

- A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, consultants, subconsultants, contractors, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.
- E) E-Verify. The COUNTY / Vendor/ Contractor:
 - a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY / Vendor/Contractor during the term of the contract; and
 - b. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

7. AUDITS

A. The administration of resources awarded through the DEPARTMENT to the COUNTY by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT.

The following requirements do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The COUNTY shall comply with all audit and audit reporting requirements as specified below.

B. Monitoring

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the COUNTY's use of state financial assistance may include but not be limited to on-site visits by DEPARTMENT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.

2. The COUNTY, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:

- a. In the event the COUNTY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit B** to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by the COUNTY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- b. In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

c. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the COUNTY must provide a single audit exemption statement to the DEPARTMENT at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the COUNTY's audit period for each applicable audit year. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the COUNTY's resources (*i.e.*, the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

i. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

ii. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

iii. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

- iv. Upon receipt, and within six months, the DEPARTMENT will review the COUNTY 's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If the COUNTY fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the DEPARTMENT may take appropriate corrective action to enforce compliance.
- v. As a condition of receiving state financial assistance, the COUNTY shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to the COUNTY's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- d. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the DEPARTMENT, or its designee, DFS or the Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the DEPARTMENT.

8. TERMINATION AND DEFAULT

This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice. In addition, the DEPARTMENT may terminate this Agreement in the event of the following:

- A. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- B. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- C. If the Agreement is terminated before all eight high capacity passenger busses are purchased, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

9. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.
- C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- G) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Mayor or Vice Mayor, authorized to enter into and execute same by Action of the Board on _____ day of _____, 201____, and the DEPARTMENT has executed this Agreement through its Director of Transportation Development District _____, Florida Department of Transportation, this _____ day of _____, _____.

AGENCY

BROWARD COUNTY, by and through
It's Board of County Commissioners

Approved as to form by:
Joni Armstrong Coffey, County Attorney

 5/31/17
ANGELA J. WALLACE, DEPUTY COUNTY ATTORNEY

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
EXECUTIVE SECRETARY (SEAL)

BY: _____
DIRECTOR OF TRANSPORTATION DEVELOPMENT
DISTRICT 4

Print Name (Date)

Print Name (Date)

LEGAL REVIEW

BY: _____
OFFICE OF THE GENERAL COUNSEL (Date)

Availability of Funds Approval:

(Date)

Exhibit A
Scope of Services
FM# 436418-1-94-01

This Project is for the purchase of eight (8) new high-capacity buses that are to be utilized only on I-95 Express Lanes. These replacement buses allow the COUNTY to keep up with ridership growth along the I-95 Corridor Route.

The new high-capacity passenger buses shall meet all applicable regulatory requirements, including, but not limited to the American Public Transportation Associate (APTA) standards, the Clean Air Act Standards (CAA), and the American with Disabilities Act (ADA) requirements.

EXHIBIT B
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP)
CSFA Number: 55.026
***Award Amount:** \$ 2,828,249.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.026 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.026 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:
<https://apps.fldfs.com/fsaa/compliance.aspx>