

SUBRECIPIENT AGREEMENT

BETWEEN

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

CITY OF SUNRISE

For

JOSH LEE BOULEVARD IMPROVEMENTS

This is an Agreement made and entered into by and between: **BROWARD METROPOLITAN PLANNING ORGANIZATION**, created pursuant to Section 339.175, Florida Statutes, hereinafter referred to as "BMPO,"

AND

CITY OF SUNRISE, a political subdivision of the State of Florida, hereinafter referred to as "City".

WHEREAS, the BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the Federal Transit Administration ("FTA" or "Grantor"); and

WHEREAS, the BMPO is the Grantee of the Community Project Funding (CPF) S9397 of the Consolidated Appropriations Act, 2023, Transit Infrastructure Grant (hereinafter referred to as the "Grant") from the FTA for the Josh Lee Boulevard Improvements (the "Project"); and

WHEREAS, the total cost estimate for the Project is \$5,100,000; and

WHEREAS, the Grantor will provide the BMPO with \$2,500,000, and the City will provide (1) a \$625,000 or 20% of non-federal local funds ("Local Match") contribution, and (2) an estimated additional local fund contribution of no less than \$1,975,000 to fully fund the Project; and

WHEREAS, the Project Budget includes providing not to exceed \$250,000 of the Grant for BMPO's administration and oversight and \$2,250,000 ("Grant Funds") to reimburse the City for design and construction of improvements for the Project, which is located in the City; and

WHEREAS, the BMPO will use an FTA Grant Agreement as the mechanism to reimburse the City, as it completes specified milestones for this Project. FTA approval of the Grant Agreement is anticipated in Fiscal Year 2025, at which time the Grant Agreement will be an exhibit to this Agreement; and

WHEREAS, the BMPO is willing to utilize the Grant Funds to fund the Project which will be administered by the BMPO and implemented by City; and

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that the City complies with FTA's grant requirements; and

WHEREAS, the City desires to promote transit-supportive amenities to elevate the role of transit within the Project area; and

WHEREAS, BMPO and City desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the BMPO and City agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 11, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.3 **BMPO Contract Administrator** - The BMPO Executive Director, or his/her designee. The primary responsibilities of the BMPO Contract Administrator are to coordinate and communicate with City.
- 1.4 **City Contract Administrator** - The City Manager of the City, or his/her designee. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with BMPO and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2
PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for the City to provide management of the design and construction of Project improvements.
- 2.2 The Project Area is located within the public right-of-way of Josh Lee Boulevard from Oakland Park Boulevard to Nob Hill Road in the City of Sunrise, Florida.

- 2.3 In Fiscal Year 2025, the BMPO will make available \$2,250,000 of CPF Grant funds from the FTA for the implementation of the Project improvements. The Project is for the benefit of the City that agrees upon acceptance of the completed Project, to operate and maintain for the useful life, all Project elements as a condition of the funding. Through this Agreement, the BMPO will reimburse the City for completing the design and leading the construction of the agreed Project improvements. The reimbursement will occur on a monthly basis as the City provides invoices and progress reports to document its progress.
- 2.4 Further, the City shall provide the required (non-Federal) Local Match of 20% of the total project cost, leverage various funding sources to the extent feasible, targeting alternate funding sources, including local funds, and for improvements that are not eligible for FTA funding.
- 2.5 The City will be responsible for administering and managing the Project in a manner satisfactory to the BMPO and consistent with the concepts for transit-supportive improvements and implementation improvements developed as part of the Project as described in the attached as Exhibit "A".

ARTICLE 3 GRANT PASS THROUGH REQUIREMENTS

- 3.1 Grant - City agrees to comply with all the terms and conditions set forth in the Grant Agreement and the FTA Master Grant Agreement. A copy of the Grant Agreement executed by BMPO will set out the allocation of Grant funds for the Project ("Grant Agreement") and upon execution will be attached hereto as Exhibit "B", and the FTA Master Grant Agreement ("Master Agreement"). City acknowledges that this Master Agreement may be amended by FTA from time to time and City agrees to abide by any and all such amendments. In consideration for BMPO's payment to City of the Grant funds, City shall perform the Project in compliance with each and every applicable term and condition set forth in the Grant Agreement and the Master Agreement.
- 3.2 Grant Obligations - City shall comply with the applicable Grant requirements applicable to Project, including, but not limited to compliance with requirements relating to the source of the local share, accounting, records retention, audit provisions, Disadvantaged Business Enterprise (DBE) requirements, competitive procurement, Florida's Prompt Payment Act, Davis Bacon Act requirements, and Buy America requirements. BMPO may enforce against City any right that FTA may enforce against BMPO pertaining to the provision of FTA funds to City from the BMPO under the Grant.
- 3.3 Federal Requirements - In addition to the obligations of the Grant, City must comply with any and all laws, statutes, rules, regulations, circulars, directives, and

requirements of the federal and state government that relate to or in any manner affect the performance of public transit services and/or the Project grant funds under this Agreement. These regulations, circulars, and directives include, without limitation, the following:

FTA Circular No. 4220.1F "Third Party Contracting Guidelines"; 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award; PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARD, FTA Circular for Award Management Requirements, and any amendments or revisions to the foregoing.

FTA mandated terms shall be deemed to control in the event of a conflict with provisions contained in this Agreement. City shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions related to the Grant Agreement or the Master Agreement, as may be amended by the FTA from time to time.

- 3.4 Progress and Financial Reports - City shall prepare narrative Progress Reports and Financial Reports on forms approved by the BMPO describing the progress of the work and expenditures for the Project funded under the Grant on a monthly basis. The Progress Report must contain the following information: (1) description of the work completed during the prior period; (2) tasks expected to be completed during the next period; (3) explanations of any problems or delays encountered or anticipated; and (4) any other detail that may be reasonably requested by BMPO.

The Financial Reports must include, at a minimum, the information as described on the form attached as Exhibit "C".

Properly completed Progress and Financial Reports must be delivered to BMPO no later than 20 calendar days after the conclusion of each one (1) month period as set forth above. Progress and Financial Reports are deliverables under this Agreement and must be reviewed and accepted by the BMPO prior to the BMPO's approval and payment of City's invoices.

- 3.5 Grant Indemnity – City's failure to reasonably perform its obligations related to the receipt of the Project Grant Funds shall constitute a material breach of this Agreement. City, to the extent permitted by law, agrees to indemnify and hold the BMPO harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by the City of its obligations related to the receipt of

the Project Grant Funds, including, any demand for return of all or a portion of the Project Grant Funds (including interest and penalties). In the event there are changes made to the Grant Agreement after execution by BMPO and FTA, or the execution of this Agreement, the parties agree to amend this Agreement as necessary to comply with those changes. If for any reason the City fails or is unable to utilize or expend the subject Grant Funds consistent with this Agreement within three (3) years from the effective date of this Agreement, the BMPO may, within its reasonable discretion and without penalty, elect to cancel or terminate this Agreement.

ARTICLE 4
TERM

- 4.1 This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until City performs all obligations and responsibilities, with respect to the funds set forth in Exhibit "B", imposed on BMPO by FTA for receipt of federal funds under the Grant for the Project or December 31, 2028, whichever occurs first.
- 4.2 The parties hereto may extend this Agreement by mutual consent in writing prior to the expiration of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term.

ARTICLE 5
CONSIDERATION AND PAYMENT

- 5.1 Pursuant to this Agreement, the BMPO has allocated \$2,250,000 to pay for those activities and tasks described in the Project funded under the Grant program. The total BMPO allocation for this Project is an amount not to exceed \$2,250,000, for actual costs incurred, including administrative costs payable to the City. In the event the Project costs exceed the Grant amount, the increase in the Project costs will be the sole responsibility of the City.
- 5.2 The BMPO shall have no obligation to independently fund the costs of the Project.
- 5.3 Reimbursement of the BMPO's and City's expenses for the Project funded under the Grant shall be subject to the cost principles set forth in Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Award, as well as the applicable provisions of the Grant. The BMPO agrees to reimburse City for its expenditures that are allowable under the Project Grant. The BMPO shall charge costs directly associated with the BMPO's oversight of the Project, not to exceed \$250,000.00, which is separate from the City's allocation of \$2,250,000.00.

5.4 The City shall be reimbursed for the costs associated upon the satisfactory completion of the following milestones, as reasonably determined by the BMPO in its sole discretion:

- a. Consultant Submittal of 60% plans.
- b. Consultant submittal for permitting.
- c. Project advertised for bids-plans approved for permit.
- d. Construction contract awarded.
- e. Construction progress payments- every month- payment to contractor.
- f. Final completion- Final payment including retainage paid to contractor, consultant final invoice.

Public outreach communication, and project and design management associated with completion of these milestones shall be documented, and an allowable cost reimbursement shall be made to the City under these milestones.

Completion of the construction phases will be deemed to have occurred when the City submits all receipts, approved permits, certificate of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the construction phase has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY shall provide verified actual costs satisfactorily demonstrated to have been expended by the City for completion of the Project, to be reimbursed in an amount not to exceed \$2,250,000. Upon satisfactory review and approval of all required documentation from the City, the BMPO shall pay the balance of the total contract amount after the costs reimbursed for the preceding milestones. Public outreach, communication, project design, and construction management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

5.5 Upon receipt of City's properly documented invoice BMPO shall pay City the applicable federal share of the invoice within 30 calendar days. City's invoice shall include evidence that City has paid its local share contribution, if applicable, payroll records and invoices from City's contractor(s) and proof of payment to contractor(s) to verify that City has incurred the costs set out in its invoice. The BMPO reserves the right to require City to submit additional reasonable documentation to verify that City has incurred the costs set out in its invoice and that the amount of the invoice does not exceed the applicable federal share of the allocation of Grant funds, less the BMPOs administrative costs under the Project grant.

- 5.6 If BMPO disputes any items on an invoice for a reasonable cause, BMPO may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City and the parties agree to timely meet to resolve any such disputes.
- 5.7 The BMPO's obligation to provide reimbursement to City shall be limited to the availability of funds to BMPO from FTA which are specifically earmarked for the Project. In the event that FTA shall deny any of BMPO's request for payments relating to the Project, or if FTA shall request the return of any funds relating to the Project that have been previously paid, City shall, within 60 calendar days of receiving notice from BMPO of FTA's denial or request for return of funds already paid, return to BMPO the funds that FTA has declined to reimburse or requested to be returned. City's requirement to return funds shall include the payment of any interest or penalties required by FTA.
- 5.8 Payment shall be made to City at:

City of Sunrise Finance Department
10770 W Oakland Park Boulevard
Sunrise, Florida 33351

ARTICLE 6 GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO and the City are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 7 INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within 30 calendar days after written notice from the aggrieved party identifying the breach.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 8.3 Should either party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 8.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 9
MAINTENANCE OF RECORDS/AUDITS

- 9.1 City shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. City shall also maintain for a period of three (3) years from the latter of the date of Grant close-out or expiration of this Agreement the financial information and data used by City in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. City agrees to permit the BMPO, FTA, the U.S. DOT Secretary and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of City books, records and accounts pertaining to the Grant expenditures for this Project.
- 9.2 City shall be responsible for meeting the audit requirements of Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award, and any further revision or supplement thereto. City agrees that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the BMPO's request, City must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.
- 9.3 City and any of its contractors or subcontractors shall preserve and make available, at reasonable times for examination and audit by the BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public

Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to City's and its subcontractors' records, City and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City or its subcontractors.

ARTICLE 10 NONDISCRIMINATION

- 10.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and implementing regulations; the City will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.
- 10.2 Contract Assurance: Neither City nor any of its contractors or subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. City shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or any other remedy allowed by law.

ARTICLE 11 MISCELLANEOUS

11.1 THIRD PARTY OBLIGATIONS / BENEFICIARIES

11.1.1 City shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Grant for the Project. City shall pay directly such parties for all amounts due under said contracts consistent with the Florida's Prompt Payment Act.

11.1.2 Neither City nor the BMPO intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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.

11.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Mark S. Lubelski, P.E., City Manager
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

With a copy to:

Thomas P. Moss, City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

For BMPO:

Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq.
BMPO General Counsel
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

11.3 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. The references herein to the Federal Transit Administration or FTA shall include any successor agency or department of the United States Government.

11.4 COMPLIANCE WITH LAWS

Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or the BMPO elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within 7 calendar days after the finding by the court becomes final.

11.6 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Master Agreement and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

11.8 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. All parties agree and accept that

jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, the BMPO AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City of Sunrise City Commission and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

11.10 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

11.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A", "B", and "C" as referenced herein are incorporated into and made a part of this Agreement.

11.12 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.13. MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **CITY OF SUNRISE** through its CITY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2025, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

"CITY"

CITY OF SUNRISE, a municipal corporation of the State of Florida

By: _____

Michael J. Ryan, Mayor

This ____ day of _____, 2025.

Attest:

By: _____

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Sunrise, Florida, only.

By: _____

Thomas P. Moss, City Attorney

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF SUNRISE FOR THE JOSH LEE BOULEVARD IMPROVEMENTS PROJECT

“BMPO”

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By _____
Yvette Colbourne, Chair

____ day of _____, 2025

____ day of _____, 2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman PL

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF SUNRISE FOR THE JOSH LEE BOULEVARD IMPROVEMENTS PROJECT

EXHIBITS

Exhibit “A” -- Project Improvements

JOSH LEE BOULEVARD COMPLETE STREETS

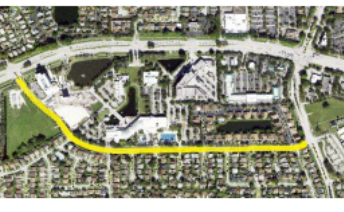
PROJECT NUMBER:	003592					
LOCATION:	Josh Lee Boulevard					
STATUS:	New Project					
DEPARTMENT:	Public Works					
PROJECT MANAGER:	Chris Ulrich					
START DATE:	8/2024					
COMPLETION DATE:	10/2027					
ESTIMATED PROJECT COST:	\$ 5,100,000					
DESCRIPTION/JUSTIFICATION						
<p>This project proposes to provide connectivity in order to facilitate multi-modal transportation along Josh Lee Blvd (also known as NW 33rd Street) from W Oakland Park Boulevard to N Nob Hill Road as well as traffic calming for the adjacent residential communities. The proposed improvements include the removal of the two west bound lanes on the north side of the roadway along the entire project limits, modification of the two east bound lanes on the south side to accept both directions of travel, and conversion of the median area into on-street parking.</p> <p>Additional specific scope components consist of installation of a multiuse path on north side of the project limits, replacement of the substandard sidewalk along the south side of the project limits, safety improvements associated with existing cluster mailboxes, relocation of existing bus stops along with installation of new bus shelters, roadway resurfacing and restriping, including overbuild to reestablish roadway crown, installation of pedestrian/street lighting, implementation of ADA upgrades, driveway adjustments, landscaping improvements, and installation of other various items including benches and trash receptacles.</p>						
FUNDING SOURCES						
FUND/SOURCE	FY24	FY25	FY26	FY27	FY28	5-Year Total
Fund 191	2,600,000					\$ 2,600,000
Grant Funds	2,500,000					\$ 2,500,000
						\$ -
TOTAL	\$ 5,100,000	\$ -	\$ -	\$ -	\$ -	\$ 5,100,000
PROJECT COMPONENTS						
506100 - Land Purchase						\$ -
506502 - Const. Design	800,000					\$ 800,000
506505 - Const. Othr. Costs	180,000					\$ 180,000
506510 - Construction	4,120,000					\$ 4,120,000
TOTAL	\$ 5,100,000	\$ -	\$ -	\$ -	\$ -	\$ 5,100,000
ESTIMATED ANNUAL OPERATING IMPACT						
Personnel						\$ -
Operating						\$ -
Capital Outlay						\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HISTORICAL PROJECT-TO-DATE						
FUND	Project-to-Date (PTD) Budget	Project-to-Date (PTD) Actuals	Project-to-Date (PTD) Balance			
				-		
				-		
				-		
TOTAL	\$ -	\$ -	\$ -	\$ -		

Exhibit “B” -- Grant Agreement and the FTA Master Grant Agreement

Exhibit "C" --Financial Report Form