

ADMINISTRATION DEPARTMENT

MEMORANDUM CRA

DATE: March 25, 1999

TO: Harry Venis, Mayor
James Bush, Vice Mayor
Kathy Cox, Councilmember
Judy Paul, Councilmember
Richard Weiner, Councilmember

THRU: Robert Rawls, Interim Town Administrator

VIA: Will Allen, Programs Administrator

BY: Glenn Irwin, AICP, Redevelopment Administrator

RE: Amended JPA agreement with FDOT for landscaping

On March 3, 1999 the Town Council approved a joint participation agreement from the Florida Department of Transportation (FDOT) which requires the Town/CRA to provide \$46,473.35 to cover a shortfall on the Davie Road portion of FDOT's project. However, there was a concern about the need to have the Town indemnify FDOT for the FDOT work on the project. FDOT staff stated that this was a boilerplate agreement and could not be revised. After approval of the agreement FDOT staff realized the concern of the Town and agreed to delete the indemnification section of the agreement. Therefore, staff believes that this amended agreement better protects the Town's interests than the original approved agreement and recommends approval of this amendment.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE FOR RESTORATION OF LANDSCAPING ALONG DAVIE ROAD

WHEREAS, the Town Council of the Town of Davie approved a joint participation agreement with the Florida Department of Transportation (FDOT) on March 3, 1999; and

WHEREAS, Town staff had requested that a section of the agreement be modified that required the Town indemnify FDOT for its work; and

WHEREAS, after approval of the agreement FDOT agreed that the Town's request was a reasonable concern and agreed to revise its boilerplate agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby amend the Joint Participation Agreement between the Florida Department of Transportation and the Town of Davie to restore landscaping along Davie Road, a copy of which is attached as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

FM No: 227706/1/52/01

F.A. No: T U05 (ACSU)

WPI No: 4110571

Vendor No: VF 596 046 527 003

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
TOWN OF DAVIE
JOINT PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 19____ by and between the State of Florida Department of Transportation, hereinafter called the DEPARTMENT, and the Town of Davie, located at 6591 SW 45th Street, Davie, Florida, hereinafter called the TOWN.

WITNESSETH

WHEREAS, the DEPARTMENT is currently undertaking a construction Project at State Road 818 (Griffin Road), from State Road 817 (University Drive) to State Road 7 (US 441), through a current contract (State FM No: 227706/1/52/01, WPI No: 4110571), hereinafter referred to as the PROJECT; and,

WHEREAS, the TOWN has agreed to participate in certain additions to the contract. Specifically, adding landscaping components at Davie Road, from SW 47th Street, to SW 43rd Street, within the original PROJECT limits; and,

WHEREAS the DEPARTMENT does not have funding capabilities to implement the said additional landscaping to the PROJECT; and,

WHEREAS, the TOWN agrees to participate in funding the increased costs as a result of the requested additional landscaping ; and,

WHEREAS, the TOWN, by resolution, _____, a copy of which is attached hereto and made a part hereof, authorizes the TOWN to enter into this agreement,

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

1. The above recitals are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for continuing with the construction services to perform the PROJECT, and shall direct the management of the PROJECT, including the additional landscaping.
3. The DEPARTMENT shall be responsible for assuring that the PROJECT, including the additional landscaping, complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
4. The total increased costs of the PROJECT, for the addition of the landscaping is estimated to be **FORTY SIX THOUSAND, FOUR HUNDRED SEVENTY THREE DOLLARS, AND THIRTY FIVE CENTS (\$46,473.35)**. The TOWN agrees that it will, within 30 days of execution of this Agreement, furnish the DEPARTMENT \$ 46,473.35 for their portion of the additional project costs for State FM Project No: 227706/1/52/01. The payment of funds under this Joint Participation Agreement will be made directly to the DEPARTMENT for deposit into the State Transportation Trust Fund. **Remittance shall be made payable to the Department of**

Transportation, Attention: Teresa Martin, Professional Services. Payment shall be clearly marked to indicate that it is to be applied to FM Project : 227706/1/52/01.

5. Contingent upon the DEPARTMENT'S receipt of the TOWN'S project contribution, the DEPARTMENT shall proceed with the additional landscaping.

6. Upon final payment to the Contractor, the DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days. All project cost records and accounts shall be subject to audit by a representative of the TOWN for a period of three (3) years after final close out of the project.

7. Should the DEPARTMENT and the TOWN decide to proceed with subsequent phases of the PROJECT, this AGREEMENT shall be amended to identify the respective responsibilities and the financial arrangements between the parties.

8. The parties agree that the PROJECT is dependant upon the TOWN's payment of funds to the DEPARTMENT for its share of the costs of the PROJECT and additional work, supplemental agreements and claims. Should the TOWN fail to provide the necessary funding to proceed with the PROJECT, the DEPARTMENT's obligations to continue with the additions to the PROJECT shall be terminated.

9. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

10. This Agreement shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the project is completed.

11. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

12. This Agreement is governed by and construed in accordance with the laws of State of Florida.

13. This document incorporates and includes all prior negotiations, correspondence, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the TOWN has caused this Joint Participation Agreement to be executed in its behalf this _____ day of, _____ 19____ by the Town Council authorized to enter into and execute same by Resolution No. _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Four Florida Department of Transportation, this _____ day of, _____ 19____. The effective date of this Agreement shall be the date the last party to this Agreement has signed.

TOWN OF DAVIE
TOWN COUNCIL

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Mayor

BY: _____
Rick Chesser, P. E.
District Four Secretary

ATTEST: _____ SEAL
Town Clerk

ATTEST: _____ SEAL
Executive Secretary

APPROVED:
This document reviewed and approved as
to form by Office of Town Attorney,

APPROVED:

BY: _____
TOWN Attorney

BY: _____
District Director of Administration

DATE OF EXECUTION: _____

APPROVED: (As to Form)
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Legal Counsel