



MEMORANDUM

AGENDA ITEM #II.B

DATE: APRIL 24, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: FDOT DISTRICT 6 AND SFRPC AGREEMENT

The Council currently provides the Florida Department of Transportation District 6 with project review, participation, facilitation, and expertise on mutually agreed upon tasks. Under this Agreement, the Council will continue to provide these services until December 31, 2030.

Recommendation:

Authorize the Executive Director to execute the Agreement with FDOT, District 6.



FPN: 444626-2-18-01 Fund: DS FLAIR Category: 088704
Org Code: 55062010630 FLAIR Obj: 131328
Contract No: _____ Vendor No: F591358704001

**DEPARTMENT FUNDED AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SOUTH FLORIDA REGIONAL PLANNING COUNCIL**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’, and the South Florida Regional Planning Council, hereinafter referred to as the ‘SFRPC’.

RECITALS:

WHEREAS the South Florida Regional Planning Council provides a broad-based policy and planning view of the South Florida Region; and

WHEREAS the DEPARTMENT and the SFRPC shall meet quarterly to mutually determine the SFRPC tasks for the DEPARTMENT, hereinafter referred to as the ‘PROJECT’, the individual elements of which are outlined in the attached Exhibit “A”, ‘Scope of Services’, which is herein incorporated by reference; and

WHEREAS the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 444626-2-18-01, and has agreed to reimburse the SFRPC for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit “B”, ‘Financial Summary’, which is herein incorporated by reference; and

WHEREAS the SFRPC has agreed to provide review, participation, facilitation, and expertise regarding all aspects of the PROJECT; and

WHEREAS the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The SFRPC shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- b. The SFRPC shall submit this Agreement to its governing body or shall complete appropriate internal review process for ratification or approval prior to execution.
- c. The SFRPC shall complete the PROJECT on or before December 31, 2030. All aspects of PROJECT are subject to the provisions of *Title 23 U.S.C.* and *49 C.F.R., part 18*, and must be in compliance with all governing laws and ordinances.
- d. The SFRPC shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove SFRPC employment of same.
- e. The DEPARTMENT shall reimburse the SFRPC for eligible PROJECT costs as defined in Exhibit “B”, “Financial Summary”, and in accordance with the financial provisions in Section 3 of this Agreement.
- f. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the SFRPC under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- g. The SFRPC shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the SFRPC for services described in Exhibit “A” – Scope of Services. The Method of Compensation is included in Exhibit “B”.

- b. The SFRPC shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 444626-2-18-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services. **(Section 287.05(1)(d) and (e), F.S.)**
- c. Invoices shall be submitted by the SFRPC in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit A – Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager prior to payments. **(Section 287.058 (1)(a), F.S.)**
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the SFRPC and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit A – Scope of Services was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidenced in proper detail the nature and propriety of charges as described in Exhibit “C” – Contract Payment Requirements.
- e. There shall be no reimbursement for travel expenses under this Agreement.
- f. Payments 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, F.S.** or the Department’s Comptroller under Section 334.044 (29), F.S. If the Department determines that the performance of the SFRPC is unsatisfactory, the Department shall notify the SFRPC of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The SFRPC shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the SFRPC will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the SFRPC shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the SFRPC resolves the deficiency. If the deficiency is subsequently resolved, the SFRPC may bill the DEPARTMENT for the retained amount during the next billing period. If the SFRPC is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement’s term. **(Section 287.058(1)(h), F.S.)**

- g. The SFRPC providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods and services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, 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 SFRPC. Interest penalties of less than one (1) dollar will not be enforced unless the SFRPC requests payment. Invoices that have to be returned to the SFRPC because of SFRPC preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (**Section 215.422(3)(b), F.S.**)

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the SFRPC who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 4135516. (**Section 215.422(5) and (7), F.S.**)

- h. The SFRPC shall maintain an accounting system or separate accounts to ensure that funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the SFRPC's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (**Section 287.058(4), F.S.**)
- i. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (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 such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) 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 TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- j. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- k. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.
- l. The SFRPC shall:
 - i. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - ii. Expressly require any contractors and 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.

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the SFRPC expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6111A
Miami, Florida 33172-5800
Attn: Shereen Yee Fong, Project Manager
Ph: (305) 470-5393
[E-mail: Shereen.YeeFong@dot.state.fl.us](mailto:Shereen.YeeFong@dot.state.fl.us)

To SFRPC: South Florida Regional Planning Council
1 Oakwood Boulevard, Suite 250
Hollywood, FL 33020
Attn: Isabel Cosio Carballo, Executive
Director
Ph: (954) 924-3653
[E-mail: isabelc@sfrpc.com](mailto:isabelc@sfrpc.com)

- b. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

8. EXPIRATION OF AGREEMENT

The SFRPC agrees to complete the PROJECT on or before December 31, 2030. If the SFRPC does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the SFRPC and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING AND PROGRESS REPORTS

In order to obtain any payments, the SFRPC shall:

- i. Submit quarterly progress reports that: 1) describe the work performed; 2) adequately justify and support the payment requested; and 3) are in a format that is acceptable to the DEPARTMENT; and
- ii. Submit meeting minutes, task schedules and work products within 15 days after conclusion; and

The SFRPC will invoice the DEPARTMENT on a quarterly basis for completed work. The SFRPC must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after the expiration of this Agreement. Invoices submitted after April 29, 2031, will not be paid.

10. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

**SOUTH FLORIDA REGIONAL
PLANNING COUNCIL:**

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

**ISABEL COSIO CARBALLO, MPA
EXECUTIVE DIRECTOR**

**DANIEL IGLESIAS, P.E.
DISTRICT SECRETARY
FDOT DISTRICT 6**

DATE: _____

DATE: _____

ATTEST: _____

EXECUTIVE SECRETARY

LEGAL REVIEW:

**SAMUEL S. GOREN
SFRPC LEGAL COUNSEL**

DISTRICT CHIEF COUNSEL

EXHIBIT “A”

SCOPE OF SERVICES

FDOT Financial Project Number: 444626-2-18-01

County: Miami-Dade & Monroe

FDOT Project Manager: Shereen Yee Fong, (305) 470-5393

SFRPC Project Manager: Christina Miskis, (954) 924-3653

Project Description and Responsibilities:

INTRODUCTION

The South Florida Regional Planning Council (SFRPC) provides a broad-based policy and planning view of the South Florida Region specifically Monroe, Miami-Dade, and Broward counties of which Miami-Dade and Monroe counties comprise the FDOT District 6 Planning Area. This translates to an extensive expertise in a wide range of planning, outreach, and review activities.

WORK PROGRAM

FDOT - D6 and the SFRPC shall meet quarterly to mutually determine the SFRPC's tasks for FDOT - D6 during the upcoming quarter. Tasks may take longer than one (1) quarter if mutually agreed upon in the quarterly meeting. Tasks may include, but are not limited to, the tasks referenced below. The SFRPC shall submit meeting minutes and task schedules to FDOT - D6 within fourteen (14) days following each quarterly meeting. SFRPC shall submit to FDOT - D6's project manager work products and a quarterly report detailing progress on the mutually determined course of work.

BUDGET

See Exhibit “B”, Financial Summary.

STAFF

The SFRPC Regional Planner will provide review, participation, facilitation, and expertise to the FDOT - D6 Planning Office for the following Scope and Tasks as determined by the ongoing Work Program of the Project.

SCOPE and TASKS

General Planning and Outreach Support for Transportation Related Planning Activities for District 6 related to the tasks listed below:

1. Facilitation of Public Involvement and Outreach Activities

- a. Agenda Development
- b. Coordination with all Parties
- c. Meeting Facilitation
- d. Meeting Notes
- e. Presentations to Steering Committee
- f. Follow up with Agencies, Local Governments and Others as necessary

2. Assistance with Resilience and Hurricane Evaluation Planning

- a. Coordination with public stakeholders, including the Department of Emergency Management and Department of Economic Opportunity
- b. Review of plan consistency with the 2060 Florida Transportation Plan (FTP)
- c. Coordination on policy issues with regional stakeholders on emerging flooding hazards and emerging and potential vulnerability due to extreme climate events
- d. Mapping of potential corridor flooding

3. Outreach for Project and Corridor Development

- a. Identification of Public and Private Stakeholder Groups
 - Public Stakeholders (e.g., MPOs, Local Governments, Public Agencies, CRAs, DDAs, Main Streets, Port Authorities, Leagues of Cities)
 - Financial Stakeholders — Macro (Economic Councils, BDBs, Chambers)
 - Financial Stakeholders — Development (Banks, Lending Institutions)
 - Development Industry Stakeholders (Builders, Realtors, Brokers, Construction Professionals (e.g., engineers, planners, architects, landscape architects)
 - Tourism Industry Stakeholders (e.g., TDCs, CVBs, Hospitality/Lodging Industry, Hotel/Motel Associations, Cruise Industry)
 - Educational Stakeholders (e.g., Colleges, Universities, School Boards)
 - Institutional Stakeholders (e.g., Hospitals, Research Institutions)
 - Environmental/Sustainability Stakeholders (e.g., The Nature Conservancy, 1000 Friends of Florida, Sierra Club, Audubon, Conservation Alliances)
 - Public/Civic Stakeholders (e.g., Historic Preservation Advocates, Neighborhood Organizations)
 - Others as identified
- b. Presentations to Stakeholder Groups and Organizations
- c. Assessment of Stakeholder needs
- d. General meeting facilitation along the Corridor with Stakeholder Groups regarding the Project updates, Stakeholder concerns, and Local/Regional opportunities/challenges
- e. Topic-Specific meeting facilitation to address Stakeholder concerns regarding specific Project attributes (e.g., finance, development patterns, local benefits & impacts)
- f. Summary reports and presentations to Committees & Sub-Committees

4. Assistance Related to Station Transit-Oriented Development (TOD)

- a. Assistance with Station Development Activities (e.g., meetings and presentations to local governments, agencies, and others; review of station plans; station area development activities)
- b. Assistance with Transit-Supportive Comprehensive Plan policies and LDRs
- c. Participation in TOD Working Groups
- d. Review of Project Documents for consistency with local conditions, local regulatory documents, and development trends
- e. Facilitation with Local Governments and Agencies regarding Corridor Safety Improvements (e.g., quiet zones, improved grade crossings, pedestrian crossings, bridge crossings, grant application materials)
- f. Coordinate efforts and results from SFRTA's Station Area Opportunities Report

5. Facilitation Related to New Transit Initiatives and Related Projects

- a. Meeting facilitation and presentations as requested (e.g., local government staff and elected officials, MPOs, Agencies, Organizations, and others)
- b. Identification and evaluation of project-related impacts to public infrastructure related to Passenger Rail Development, especially in Downtowns and Redevelopment Districts (e.g., parking, street closures, landscaping, and beautification)
- c. Meetings with local governments as needed (e.g., evaluation of project impacts, design of mitigation measures, and integration of repair with other local projects)
- d. Facilitation with Local Governments and Agencies regarding Complete Streets and Corridor Safety Improvements (e.g., quiet zones, improved grade crossings, pedestrian crossings, bridge crossings, and grant application materials,) applying the guidance set forth by, but not limited to: FDOT's Complete Streets initiatives, FDOT Context Classification and the most updated FDOT Design Manual.

EXHIBIT “B”

FINANCIAL SUMMARY

All transportation Policy and Planning activities will be documented in the quarterly progress reports to the FDOT.

There shall be no reimbursement for travel expenses or membership fees under this Agreement.

There shall be no reimbursement for overhead, office equipment, or administrative costs.

Estimated PROJECT costs and deliverables for reimbursement are below-listed:

Total PROJECT costs eligible for reimbursement by the DEPARTMENT: **\$140,000.00**

Deliverables		
Eligible Cost	Fiscal Year	Total cost
General Planning and Outreach Support for Transportation Related Planning Activities for District 6 related to the tasks listed in Exhibit A	2025	\$50,000.00
General Planning and Outreach Support for Transportation Related Planning Activities for District 6 related to the tasks listed in Exhibit A	2027	\$40,000.00
General Planning and Outreach Support for Transportation Related Planning Activities for District 6 related to the tasks listed in Exhibit A	2029	\$50,000.00

Total PROJECT Cost Estimate: \$140,000.00

EXHIBIT “C”

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.fldfs.com/aadir/reference_guide.htm.