STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 7/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR,PORT	FLAIR Category:	088809,088794
449838-1-94-02		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55042010429
		Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000531022
Contract Number:	G2C73	Federal Award Date:		Amendment No.:	1
CFDA Number:	N/A	SAM/UEI Number:	83-595-9792		
CFDA Title:	N/A				
CSFA Number:	55.014,55.005				
CSFA Title:	Intermodal Program,Seaport Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Broward County, a political subdivision of the State of Florida, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/4/2022 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to increase funding to the Port to expand its overall throughput capacity from a containerized cargo standpoint

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   X **Seaports**
   _ **Transit**
   X **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)

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__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s): _____

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $600,000 bringing the revised total cost of the project to $8,000,000.

The Department's participation is X increased/ ___ decreased by $300,000. The Department agrees to participate in the Project cost up to the maximum amount of $4,000,000, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Broward County, a political subdivision of the State of Florida

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

ANTONIO LOZADA
Digitally signed by ANTONIO LOZADA
Date: 2024.03.20 16:31:05 -04'00'

Antonio Lozada
Assistant County Attorney

CARLOS A. RODRIGUEZ-CABARROCAS
Digitally signed by CARLOS A. RODRIGUEZ-CABARROCAS
Date: 2024.03.21 09:27:38 -04'00'

Carlos Rodriguez-Cabarrocas
Sr. Assistant County Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The Southport Upland Cargo Improvements (Phase 9-A) Project replaces the Port's Foreign Trade Zone (FTZ) No. 25, which has been demolished and now relocated within the International Logistics Center (ILC). This project includes construction of an approximately 22.5-acre container yard (Phase IX-A) in Southport.

B. Project Location (limits, city, county, map): Port Everglades/Fort Lauderdale, FL/

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The Southport Upland Cargo Improvements (Phase 9-A) Project replaces the Port's Foreign Trade Zone (FTZ) No. 25, which has been demolished and now relocated within the International Logistics Center (ILC). The combined result of the Phase 9-A container yard developments and the ILC is the replacement of obsolete warehousing with a modern on-port logistics complex and a nearly no-net-loss of berth adjacent container yard acreage. In addition, with the development of this container yard, it is anticipated that Port Everglades will be able to continue to capture a greater portion of the expanding Far East cargo market for which it competes with other US east coast ports. The project will enable the Port to expand its overall throughput capacity from a containerized cargo standpoint.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449838-1-94-01	PORT	088794	2023	751000	55.005	Seaport Grant Program	$3,700,000.00
449838-1-94-01	LF	088794	2023	-	-	Local Matching Funds	$3,700,000.00
449838-1-94-02	DDR	088809	2024	750098	55.014	Intermodal Program	$300,000.00
449838-1-94-02	LF	088809	2024	-	-	Local Matching Funds	$300,000.00
	Total Financial Assistance						$8,000,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$4,000,000.00	$4,000,000.00	$0.00	$8,000,000.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$4,000,000.00	$4,000,000.00	$0.00	$8,000,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kadian Foster
Department Grant Manager Name

Signature Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – INTERMODAL ACCESS

The Program Specific Terms and Conditions - Intermodal Access, are to be used for capacity projects only, such as: intermodal studies (feasibility, preliminary design and engineering); fixed guide-way systems; capacity road and capacity rail projects that are designed to terminate at major modal facilities (airports, seaports, railroad and transit terminals, etc.); intermodal and multi-modal transportation terminals; development of dedicated bus lanes; or public projects that otherwise facilitate the intermodal movement of people and goods.

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities** and **Exhibit "B", Schedule of Financial Assistance** as well as serving to protect public investment in the intermodal system.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Florida Statutes (F.S.)
2. Local Government Requirements
    a. Local Zoning/Land Use Ordinance
    b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
    a. Local Building Codes
    b. Local Zoning Codes
3. Department Requirements
    a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly referred to as the "Florida Green Book")
    b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility.

2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. **Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:
   1. Acquire the land in accordance with federal and state laws governing such action.
   2. Maintain direct control of Project administration, including:
      a. Maintain responsibility for all related contract letting and administrative procedures.
      b. Secure written Department approval to execute each agreement for the purchase of real property with any third party.
      c. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
      d. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
      e. Establish a Project account for the purchase of the land.
      f. Collect and disburse federal, state, and local Project funds.
   3. The Agency assures that it shall use the land for intermodal purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. **Preserving Rights, Powers and Interest.**
   1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
   2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency will reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
   3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease intermodal property, facilities or equipment for intermodal-compatible purposes in the regular course of business.

I. **Third Party Contracts.** The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:
   1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
   2. Other contracts less than $5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
   3. Construction change orders less than $5,000.00. Change orders must be fully executed prior to performance of work.
   4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
   5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

-- End of Exhibit E –