

GRANT PARTICIPATION AGREEMENT

THIS GRANT PARTICIPATION AGREEMENT (“Agreement”), made and entered into this ____ day of _____ 2019, is by and between the:

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, FLORIDA, a special district as established by the laws of the State of Florida (“DDA”), whose principal address is 110 E Broward Boulevard, #1610, Fort Lauderdale, Florida, 33301,

and

CITY OF FORT LAUDERDALE, a municipality, (“City”), whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301.

WHEREAS, the DDA is a body corporate and politic created and established by Chapter 2005-346, of the laws of the State of Florida.

WHEREAS, the City and DDA (“parties”), together with Broward County and the Broward Metropolitan Planning Organization, are partnering on a Phase 1 One-Way Pair Mobility Study (“mobility study”) for the purpose of trying to determine the feasibility of reconfiguring Andrews Avenue and Third Avenue in Downtown Fort Lauderdale to better accommodate the movement of passenger vehicles, transit vehicles, bicyclists, pedestrians, and other modes of travel;

WHEREAS, the City will advance the mobility study in partnership with the DDA, Broward County, and the Broward MPO;

WHEREAS, the DDA has committed to contributing funds towards the cost of the mobility study;

WHEREAS, the parties wish to enter into this agreement to formalize the roles and to provide a vehicle for the funds transfer between the parties;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged and agreed, the parties hereby agree as follows:

1. **DDA’s Role.** As an active project partner, the DDA commits to the following:
 - a) To contribute up to \$25,000 towards the cost of the mobility study to be provided to the City on a reimbursement basis;
 - b) Upon receiving a written reimbursement request by the City, the DDA will have up to 20 business days to process and provide payment to the City based on receiving the following documents: 1) reimbursement request amount with proof of payment by City to consultant, 2) copy of consultant invoice and supporting

documentation, and 3) any deliverables developed as part of the payment request;

c) Having an active role along with City, Broward MPO, and Broward County, by providing input at key milestones.

2. **City's Role.** As the project lead agency, the City commits to the following:

a) Engaging a consultant to perform the mobility study; Phase 1 one-way pair study seeking input from the DDA and other project partners throughout the process;

b) Providing the reimbursement request package as outlined in Section 1b no more than once per month.

3. **Notices and Payment.** All notices, payment request(s), and payment(s) shall be sent to the following:

DDA

Jenni Morejon

President & CEO

110 E Broward Boulevard, Suite 1610

Fort Lauderdale, FL 33301

with copy via email to: jenni@ddaftl.org and elizabeth@ddaftl.org

CITY AS TO NOTICE:

Christopher J. Lagerbloom, ICMA-CM

City Manager

City Fort Lauderdale

100 North Andrews Avenue

Fort Lauderdale, FL 33301

With a copy to: Transportation and Mobility Director
City of Fort Lauderdale
290 N.W. 3rd Avenue
Fort Lauderdale, FL 33301

CITY AS TO PAYMENT:

Transportation and Mobility Department

c/o Gail Jagessar, Grants and Special Project Coordinator

290 N.E. 3rd Avenue

Fort Lauderdale, FL 33301

4. **Term.** This agreement shall remain in effect until such time that full reimbursement of \$25,000 has been made to the City and the Mobility Study is completed except as outlined in Section 5a.

5. Miscellaneous.

- a) Both parties acknowledge that the DDA's \$25,000 contribution is based on an estimated study cost with other project partner contributions in addition to the City's contribution. In the event that the study cost is reduced and the share of partner contributions are reduced, the DDA should share equally in the proportionate reduction. Parties also recognize that in the event the mobility study does not come to fruition, the DDA is not required to provide funding for scopes outside of the Phase 1 one-way study (scope attached as Exhibit 1).
- b) This Agreement shall be interpreted, governed and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.
- c) No alteration, amendment or modification of the terms or conditions of this Agreement shall be valid unless made in writing and signed by both parties hereto.
- d) When either party desires to give notice, it shall be given in writing. All notices and communications hereunder will be deemed given upon receipt by personal delivery, overnight courier, fax or email or upon the 3rd day following mailing by registered or certified mail, return receipt requested, and either delivered or addressed to the addresses set forth herein.
- e) This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, written or verbal, between the parties.
- f) Nothing contained herein is intended nor shall be construed to waive City's or DDA's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
- g) In the event any provision of this Agreement shall be held invalid or unenforceable for any reason, such holding shall not invalidate or render unenforceable any other provisions hereof.
- h) In connection with any dispute hereunder, all parties waive any right to a trial by jury in connection therewith.
- i) This Agreement may be executed in counterparts, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: DDA through its BOARD OF DIRECTORS, signing by and through its President and CEO, authorized to execute same by Board action on September 5, 2019, and City duly authorized to execute same.

WITNESSES:

DDA

DDA, through its BOARD OF DIRECTORS

(Witness print name)

By: _____
Jenni Morejon, President & CEO

(Witness print name)

_____ day of _____, 20____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JENNI MOREJON, PRESIDENT & CEO of the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, a special district created and established by the laws of the State of Florida.
(SEAL)

Signature: Notary Public, State of Florida

Personally Known

Name of Notary Typed, Printed or Stamped

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain Boileau, City Attorney

Kimberly Cunningham Mosley
Assistant City Attorney

**ONE-WAY PAIR ANALYSIS
ANDREWS AVENUE AND 3RD AVENUE
FROM SUNRISE BOULEVARD TO 17TH STREET**

I. SCOPE OF SERVICES

The purpose of this scope is to provide traffic analysis service to identify the potential impacts of converting Andrews Avenue and 3rd Avenue into a one-way pair between Sunrise Boulevard and 17th Street.

TASK 1 – Meetings and Project Management

The Consultant shall coordinate with the City’s Project Manager and other assigned staff to ensure clear project communications and coordination. To accomplish this, the following meeting allowance is included in the project budget:

- Kick-off meeting with the City
- Methodology meeting with stakeholders
- Existing conditions summary meeting
- Future demand summary meeting
- Initial findings meeting
- Final findings meeting
- Two additional stakeholder meetings as requested

Following notice to proceed, the Consultant will develop a detailed project schedule showing:

- Beginning and ending timeframes for major and minor tasks
- Task dependencies/critical paths
- Internal QA/QC and client draft deliverable review timeframes.

As part of the project management process, the Consultant shall provide monthly written progress reports and schedule updates.

This project is a technical feasibility analysis and does not include public involvement or presentations to commissions/boards. As such no public involvement or board/commission presentations are contained within this scope.

TASK 2 – Data Collection

In order to establish a baseline for comparison and to estimate future changes to traffic circulation, the following data will be collected for this analysis. The italicized intersections are considered critical to this analysis; the non-italicized intersections may be adjusted as necessary after scope execution and discussions with stakeholders.

Turning Movement Counts (Typical Weekday AM and PM Peak)

- Andrews Avenue and 3rd Avenue (18)
 - *Sunrise Boulevard*
 - North 6th Street
 - *Broward Boulevard*
 - Las Olas Boulevard
 - SW 6th Street
 - SW 7th Street
 - *Davie Boulevard*
 - *SW 17th Street*
 - *NE 13th Street*
- *3rd Avenue at Flagler Drive (1)*
- *Flagler Drive at Sunrise Boulevard (1)*
- *Federal Highway at Sunrise Boulevard (1)*

3-day Volume Counts (Tuesday to Thursday)

- Andrews Avenue and 3rd Avenue (16)
 - *North of Sunrise Boulevard*
 - Between NW 9th Street and NW 6th Street
 - Between NW 6th Street and Broward Boulevard
 - *Between Broward Boulevard and Las Olas Boulevard*
 - Between Las Olas Boulevard and SW 6th Street
 - *Between SW 6th Street and Davie Boulevard*
 - *Between Davie Boulevard and SW 17th Street*
 - *South of SW 17th Street*
- Between Andrews Avenue and 3rd Avenue (8)
 - *Sunrise Boulevard*
 - 6th Street
 - *Broward Boulevard*
 - Las Olas Boulevard
 - SW 6th Street
 - SW 7th Street
 - *Davie Boulevard*

- SW 17th Street
- *Flagler Drive between 3rd Avenue and Sunrise Boulevard*
- *Sunrise Boulevard east of Federal Highway (exact location TBD)*
- *Sunrise Boulevard west of Federal Highway (exact location TBD)*

Other Data Needs (Provided by client)

- Recent resurfacing plan sheets
- Right-of-Way maps along Andrews Avenue and 3rd Avenue
- Anticipated short-term development
- Anticipated long-term (2040) development
- Traffic signal timing plans

TASK 3 – Baseline Conditions

The consultant will use the collected data to develop a baseline capacity analysis. The analysis will include the following:

- Manual review and adjustment of existing volumes for balancing between intersections
- Develop and validate a Synchro model of the study area to include the following intersections with Andrews Avenue and 3rd Avenue:
 - Sunrise Boulevard
 - Broward Boulevard
 - Davie Boulevard
 - SW 17th Street
 - NE 13th Street
- The model will also include the following intersections
 - N Flagler Drive at 3rd Ave
 - N Flagler Drive at Sunrise Boulevard
 - US-1/Federal Highway at Sunrise Boulevard
- The developed model will be compared to in-field conditions and validated as necessary to provide an accurate representation of the baseline conditions.
- Conduct intersection operational analysis for the thirteen intersections based on HCM methodology (AM and PM peak)
- Segment capacity analysis will be estimated using FDOT Generalized Tables along Andrews Avenue, 3rd Avenue, and Flagler Drive.

Intersection level of service will be reported by movement, approach, and intersection using HCM methodology. Segment level of service will be reported as v/c ratios based on FDOT Generalized Tables.

TASK 4 – Estimate Future Demands with Existing Conditions

The consultant will estimate future traffic demands using a combination of historical growth rates, Southeast Florida Regional Planning Model (SERPM) 2010 and 2040 7.071, volume estimates, and manual adjustments. The model will be refined, as necessary, to account for anticipated development, not currently in the model as well as updating major roadway connections within the project area.

Task 5 – Estimate Future Demands with One-Way Pair

Using the volumes developed in Task 4, the consultant will reallocate turning movements to develop an estimate of future demand volumes with the one-way pair. For the manual adjustments, the consultant will review the existing turning movement counts and re-allocate traffic to the roadway network based on existing turning movement percentages and accounting for the impacts of the one-way pair on those movements. For instance, a westbound right-turn from Broward Boulevard onto Andrews Avenue would be re-distributed as an eastbound left-turn from Broward Boulevard onto SW 3rd Avenue.

Within this task, the consultant will carefully consider the impacts and circulation at the termini where the operating conditions shift from two-way to one-way operation.

TASK 6 – Future Capacity Analysis

Using the estimated future volumes, the consultant will undertake an AM and PM peak hour operational analysis for the following scenarios:

No Build	2019	2030	2040
Scenario 1 (Andrews Avenue Southbound, 3 rd Avenue Northbound)	2019	2030	2040
Scenario 2 (Andrews Avenue Northbound, 3 rd Avenue Southbound)	2019	2030	2040
Scenario 3 Scenario 2, but use Flagler Drive as an alternative connection to Sunrise	2019	2030	2040

- Intersection operational analysis, using Synchro 10, at the intersections of Andrews Avenue and 3rd Avenue at Sunrise Boulevard, Broward Boulevard, Davie Boulevard, SW 17th Street, NE 13th Street, and additional intersections of Flagler Drive at 3rd Avenue, Flagler Drive at Sunrise Boulevard, Sunrise Boulevard at US-1/Federal Highway.

- Segment capacity analysis will be estimated using FDOT Generalized Tables along Flagler Drive, Andrews Avenue and 3rd Avenue

The analysis will be conducted assuming a 3-lane vehicular cross-section for both Andrews Avenue and 3rd Avenue. Based on the results of this analysis, the consultant will recommend if additional (or fewer) lanes are estimated to be required in order to accommodate acceptable level of service. In addition, the consultant will estimate detailed lane use at the key termini intersections. If fewer lanes are identified as feasible, the consultant will document, however the intersection concepts and typical sections identified below will be conducted with an assumption of three travel lanes along Andrews Avenue and 3rd Avenue. Should additional analysis with a 4-lane section be required or requested, see Task 9 for optional additional services.

Detailed review of the operation of alternate travel modes (pedestrian and bike facilities, transit facilities) will not be undertaken as part of this analysis. This analysis will focus on roadway and intersection operation. The alternate modes will, however, be reviewed in the context of cross-section and concept development.

For all future analysis scenarios, traffic signal timings will be manually developed and existing signal timings will not apply. The timings will be developed with a goal of maintaining acceptable operations at the key intersections noted above. At these key intersections, beyond overall acceptable operation, the analysis will focus on maintaining acceptable east-west operation along the major roadways.

Intersection level of service will be reported by movement, approach, and intersection using HCM methodology. Segment level of service will be reported as v/c ratios based on FDOT Generalized Tables.

The developed model will be compared to in-field conditions and validated as necessary to provide an accurate representation of the baseline conditions.

As part of Task 5, volumes from the SERPM model on the nearby roadway network will be tabulated to identify the estimated percent change in volume on the nearby network. The change in current year SERPM volumes and future year SERPM volumes will be compared to service capacity to identify any impacts expected to exceed the 3% de minimis threshold.

TASK 7 – Feasibility Review

The consultant will assess the recommendations against the provided right-of-way information. The understanding is the goal is to fit the required lanes, including a transit way and pedestrian and bicycle facilities into the existing right-of-way. The lane recommendations (vehicular lanes) will be compared with existing right-of-way maps and the consultant will summarize the “available” space for alternate modes. The consultant will review concepts that can be accommodated within the existing curb lines as well as concepts that require reconstruction, if identified as necessary. The consultant will provide typical sections for each one-way pair scenario along Andrews Avenue, 3rd Avenue, and Flagler Drive.

- Scenario 1 – Within the existing curb (Three typical sections each for Andrews Avenue and 3rd Avenue)

- Scenario 1 – With reconstruction (Three typical sections each for Andrews Avenue and 3rd Avenue)
- Scenario 2 – Within the existing curb (Three typical sections each for Andrews Avenue and 3rd Avenue)
- Scenario 2 – With reconstruction (Three typical sections each for Andrews Avenue and 3rd Avenue)
- Scenario 3 – One additional typical section for the reconstruction of Flagler Drive

The consultant will also develop concepts for the key intersections within the study area, assuming four locations (the termini) for each scenario. Also, an additional concept will be prepared for Flagler at 3rd Avenue and Flagler at Sunrise Boulevard. This item estimates concepts at Andrews Avenue and 3rd Avenue at Sunrise Boulevard and at SE 17th Street for .No-build, Scenario 1 , and Scenario 2 as well as a concept for Flagler Drive at 3rd Avenue and Flagler Drive at Sunrise Boulevard for the Scenario 3 option. All concepts will assume the 2040 condition only. This task provides for a maximum of 14 intersection concepts.

TASK 8 – Technical Report and Recommendations

A stand-alone technical memorandum will be prepared documenting the assumptions of the development of traffic volume estimates. This memorandum will be distributed to stakeholders prior to conducting detailed analysis for review, comment, and acceptance.

The results of the operational analysis and concept development will be documented in a report and distributed to the City and stakeholders for review and comment. Upon receipt of agency comments, the report will be updated and finalized to document the results and recommendations.

TASK 9 – Optional Services: Meetings

Task 9 will be conducted as optional services as authorized and directed. This task includes preparation of materials and attendance at up to eight meetings with City, County, MPO, DDA, FDOT, and/or City and County Commissioners.

If services of Task 9 are requested, the scope and fee for these services can be negotiated on a task by task basis.

Additional Services:

This scope of services may be updated if additional services are required which may include alternate scenarios, modification to termini, and presentations to boards or committees.

II. DELIVERABLES

- Technical Memorandum documenting the assumptions in volume development for all analyzed scenarios.

- Draft and Final Report summarizing the results of Task 1 through Task 7
- PowerPoint Presentations for the meetings providing summary information
- Meeting Minutes for all meetings

III. FEE FOR SERVICES

The services herein will be completed for a fee of \$199,973 which includes the Optional Services of Task 9 as well as contract administration for the Prime Consultant.

IV. SCHEDULE

The schedule for the services herein will be coordinated with the City's Project Manager upon project execution.

Budget Worksheet

One-Way Pair Analysis Budget	Principal	BCC Project Manager	Project Manager	Chief Engineer	Project Engineer	Engineer Intern	Senior Planner	Project Planner	Admin/ Clerical	Task Hours	TOA/BCC Task Fee
	\$ 205	\$ 190	\$ 190	\$ 160	\$ 115	\$ 60	\$ 135	\$ 110	\$ 55		
Task 1 - Meetings and Project Management	0	0	26	32	48	0	0	0	0	106	\$ 15,580
Prepare and Attend Eight Meetings (6 hours each)				32	48					80	
Project Management			26							26	
										0	
										0	
										0	
										0	
Task 2 - Data Collection	0	0	0	0	0	0	0	0	0	0	\$ 42,953
See attached for detail. Includes all counts in the scope										0	
										0	
										0	
										0	
										0	
Task 3 - Baseline Conditions	0	0	0	31	148	0	0	0	0	179	\$ 21,980
Volume review, adjustments, and balance (AM and PM)				8	40					48	
Develop and Validate AM and PM Synchro Baseline Model				8	60		0			68	
Intersection Operational Analysis				8	32					40	
Segment Capacity Analysis				7	16					23	
										0	
										0	
Task 4 - Estimate Future Demand (No Build)	0	0	0	14	64	0	12	0	0	90	\$ 11,220
Update and execute SERPM				2			12			14	
Review historical growth rates					16					16	
Manual Adjustments and Turning Movement Development (2030, 2040)				12	48					60	
										0	
										0	
										0	
Task 5 - Estimate Future Demands (One-Way Pair)	0	0	0	36	140	0	0	0	0	176	\$ 21,860
Manual Adjustments and Turning Movement Development, Scenario 1 AM and PM				16	60					76	
Manual Adjustments and Turning Movement Development, Scenario 2 AM and PM				16	60					76	
Manual Adjustments and Turning Movement Development, Scenario 3 AM and PM				4	20					24	
										0	
										0	
Task 6 - Future Capacity Analysis	0	0	0	52	168	0	0	0	0	220	\$ 27,640
No Build: 2030, 2040				12	32					44	
Scenario 1: 2019, 2030, 2040				12	48					60	
Scenario 2: 2019, 2030, 2040				12	48					60	
Scenario 3: 2019, 2030, 2040				8	24					32	
Deminimis Analysis				8	16					24	
										0	
Task 7 - Feasibility Review	0	0	0	20	0	144	0	68	0	232	\$ 19,320
Typical Section: 3rd Avenue, Andrews Avenue, Flagler Avenue (13)				8		44		24		76	
Intersection Concepts (maximum of 14)				12		100		44		156	
										0	
										0	
										0	
Task 8 - Technical Report and Recommendations	0	0	0	42	124	0	0	0	0	166	\$ 20,980
Volume Development Memo				10	40					50	
Draft Technical Report				24	60					84	
Final Technical Report				8	24					32	
										0	
										0	
										0	
Task 9 - Optional Services: Meetings	0	0	0	32	0	32	0	0	0	64	\$ 7,040
Prepare For and Attend Eight Meetings (Negotiated as needed)				32		32				64	
										0	
										0	
										0	
										0	
										0	
										0	
Contract Admin (BCC)		60								60	
		60								60	
										0	
Staff Hours	0	60	26	259	692	176	12	68	0	1293	
Fee	\$ -	\$ 11,400.00	\$ 4,940.00	\$ 41,440.00	\$ 79,580.00	\$ 10,560.00	\$ 1,620.00	\$ 7,480.00	\$ -		\$ 199,973

Detailed County Fee

Activity - All Locations	Principal	Senior Engineer	Project Engineer	Senior Specialist	Transportation Engineer	Senior Technician	Engineering Technician	Clerical	Total Hours by Task	Total Cost
Negotiated Billing Rates	\$195.00	\$160.00	\$115.00	\$145.00	\$86.00	\$75.00	\$60.00	\$50.00		
Task 2: Data Collection										
TMC Wkdy: 8-Hr TMC with Bike/Ped (16 loc)			5.00			21.00	420.00		446.00	\$27,350.00
MachineCounts: 72-Hr Bi-Dir Vol (24 loc)			6.50			27.00	189.00		222.50	\$14,112.50
Project Management/Quality Control		5.00	6.00					4.00	15.00	\$1,490.00
									0.00	\$0.00
									0.00	\$0.00
									0.00	\$0.00
Total Hours by Position	0.00	5.00	17.50	0.00	0.00	48.00	609.00	4.00	683.50	\$42,952.50
Total Labor Cost by Position	\$0.00	\$800.00	\$2,012.50	\$0.00	\$0.00	\$3,600.00	\$36,540.00	\$200.00		
Total Fee										\$42,952.50