

1  
2 **INTERLOCAL AGREEMENT**

3  
4 **BETWEEN THE**

5  
6 **BROWARD METROPOLITAN PLANNING ORGANIZATION**

7  
8 **AND THE**

9  
10 **CITY OF <INSERT GOVERNMENT>, FLORIDA**

11  
12 **FOR**

13  
14 **TRANSPORTATION PLANNING AND RELATED SERVICES**

15  
16  
17 THIS INTERLOCAL AGREEMENT (“Agreement”) dated this \_\_\_\_\_ day of  
18 \_\_\_\_\_, 2022, by and between the **BROWARD METROPOLITAN PLANNING**  
19 **ORGANIZATION** (“BMPO”), and the **CITY OF <INSERT GOVERNMENT>, FLORIDA**,  
20 a municipal corporation organized under the laws of the State of Florida (“City”) for transportation  
21 planning services (“Services”).

22  
23 **WITNESSETH:**

24  
25 **WHEREAS**, Section 339.175, Florida Statutes, provides for the designation of a minimum  
26 of one metropolitan planning organization for each urbanized area of the state and the creation and  
27 operation of such metropolitan planning organizations pursuant to an interlocal agreement entered  
28 into pursuant to Section 163.01, Florida Statutes; and

29  
30 **WHEREAS**, the Governor of Florida has designated the BMPO as the metropolitan  
31 planning organization for the urbanized area within Broward County and the BMPO is duly created  
32 and operated pursuant to an interlocal agreement between the Florida Department of  
33 Transportation and the affected units of general purpose local governments within the urbanized  
34 area within Broward County; and

35  
36 **WHEREAS**, Section 339.175(2), Florida Statutes, provides that the BMPO shall be  
37 considered a legally independent governmental entity distinct from the state or the governing  
38 bodies of the local governments represented on the governing board of the BMPO; and

39  
40 **WHEREAS**, the BMPO is a legally independent government entity distinct from the City  
41 and is authorized pursuant to Sections 339.175(6)(g) and 163.01, Florida Statutes, and has the  
42 authority to contract with the City for the provision of certain services to accomplish its  
43 metropolitan planning and programing duties and administrative functions all within the  
44 parameters as specified in this Agreement; and

46           **WHEREAS**, it is the purpose and intent of this Agreement, to permit the City and the  
47 BMPO to make the most efficient use of their respective powers, resources and capabilities by  
48 enabling them to cooperate on the basis of mutual advantage and provide a means by which the  
49 parties may exercise their respective powers, privileges and authorities that they share in common  
50 and that each might exercise separately; and  
51

52           **WHEREAS**, the BMPO has expertise in metropolitan planning, land use analysis, and  
53 experience performing transportation/transit studies; public outreach and engagement, submitting  
54 for and obtaining transportation/transit related grants including the associated grant administration;  
55 and  
56

57           **WHEREAS**, the City is seeking appropriate expertise in metropolitan planning, land use  
58 analysis, experience performing transportation/transit studies, public outreach and engagement,  
59 submitting for and obtaining transportation/transit related grants, and associated grant  
60 administration to better serve its present and future needs; and  
61

62           **WHEREAS**, due to the expertise required to reasonably perform the Services and  
63 necessary intergovernmental coordination between jurisdictions, the City desires to obtain these  
64 Services from the BMPO, as may be required from time to time by the City, and the BMPO is  
65 authorized by Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the City for  
66 same; and  
67

68           **WHEREAS**, in addition to the BMPO's "in house/staff" transportation expertise, the  
69 BMPO has ongoing agreements for general transportation planning and related services that will  
70 be available to the City under the terms of this Agreement. These agreements were competitively  
71 procured in accordance with BMPO rules and State law; and  
72

73           **WHEREAS**, the City and the BMPO will mutually agree to and subsequently approve the  
74 Scope of Services as specified herein, to perform the Services as may be requested by the City  
75 from time to time as outlined herein this Agreement; and  
76

77           **WHEREAS**, the City agrees to compensate the BMPO for services rendered on behalf and  
78 at the request of the City as outlined herein this Agreement; and  
79

80           **WHEREAS**, on \_\_\_\_\_, 2022, the City authorized the Mayor and City  
81 Manager to execute this Agreement with the BMPO to perform these Transportation Planning  
82 Services as hereinafter described; and  
83

84           **WHEREAS**, on \_\_\_\_\_, 2022 the BMPO Board authorized the appropriate  
85 BMPO officials to execute this Agreement with the City to perform these Services as hereinafter  
86 described; and  
87

88           **WHEREAS**, the BMPO and the City desire to enter into this Agreement to define the  
89 Services to be provided to the City by the BMPO and the duties and obligations of each party to  
90 the other are set forth therein.

91  
92 **NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and  
93 mutual covenants and undertakings set forth herein, and for such other good and valuable  
94 consideration, the receipt and sufficiency of which is hereby acknowledged, the BMPO and City  
95 agree as follows:  
96

97 **SECTION 1**  
98 **DEFINITIONS AND IDENTIFICATIONS**  
99

100 For purposes of this Agreement, reference to one gender shall include the other, use of the  
101 plural shall include the singular, and use of the singular shall include the plural. The following  
102 definitions apply unless the context in which the work or phrase is used requires a different  
103 definition:  
104

- 105 1.1 “Agreement” -- means this document, Sections 1 through 12, inclusive. Other terms and  
106 conditions are included in the exhibits and documents that are expressly incorporated by  
107 reference.  
108
- 109 1.2 “BMPO” -- The Broward Metropolitan Planning Organization is the federally designated  
110 transportation policy-making board for Broward County, Florida.  
111
- 112 1.3 “BMPO Board” – The Broward Metropolitan Planning Organization governing Board.  
113
- 114 1.4 “City” -- The City of <Insert Government>, Florida, a municipal corporation of the State  
115 of Florida.  
116
- 117 1.5 “Contract Administrator” -- The Broward Metropolitan Planning Organization Executive  
118 Director and the City Manager shall each designate a Contract Administrator. The primary  
119 responsibilities of each Contract Administrator is to coordinate and communicate with the  
120 other Contract Administrator and to manage and supervise execution and completion of  
121 the Scope of Services and the terms and conditions of this Agreement as set forth herein.  
122 In the administration of this Agreement, as contracted with matters of policy, all parties  
123 may rely on the instructions or determination made by the Contract Administrator;  
124 provided, however, that such instructions and determinations do not change the Scope of  
125 Services.  
126
- 127 1.6 “Recitals” -- The Whereas recitals set forth above are true and correct and are incorporated  
128 herein.  
129
- 130 1.7 “Services” – The term services shall mean transportation planning and professional  
131 services including, but not limited to, metropolitan planning, land use analysis,  
132 transportation/transit studies, public outreach and engagement, submitting for and  
133 obtaining transportation/transit related grants, grant administration, strategic management  
134 services and other related transportation professional services.  
135

136 1.8 “Task Work Order” means the individual work assignments as mutually agreed by the  
137 City and the BMPO which shall include at a minimum a Scope of Services with a detailed task  
138 breakdown, the number of hours and personnel categories necessary to complete the task,  
139 the final work product, including deliverables, and the time frame for completing the  
140 Services.

141  
142  
143  
144

**SECTION 2  
PURPOSE**

145 2.1 PURPOSE. This Agreement is for the purpose of authorizing the BMPO to provide  
146 Services to the City in exchange for consideration under the terms contained in this Agreement.

147

148 2.2 The BMPO shall provide Services to the City to assist in managing the continuing,  
149 cooperative and comprehensive metropolitan planning process for the City. The City shall  
150 compensate the BMPO for the Services rendered as provided in Section 5.

151

152

**SECTION 3  
SCOPE OF SERVICES**

153

154

155 3.1 BMPO may, but is not required to enter into task work order(s) for any one, or any  
156 combination of the Services, as defined in Section 1.7. The BMPO reserves the right, in its sole  
157 discretion, to use BMPO staff, BMPO consultants and contractors or any combination thereof to  
158 provide any of these Services included in this Agreement.

159

160 3.2 The City may, but is not required to, enter into task work order(s) for any one, or any  
161 combination of these Services. The City reserves the right, at its sole discretion, to use the services  
162 of another consultant or contractor to complete any of these Services included in this Agreement.

163

164

**SECTION 4  
AUTHORIZATION OF SERVICES**

165

166

167 4.1 When the need for Services for a project occurs, the City may, at its sole discretion, enter  
168 into negotiations with the BMPO for such project under the terms and conditions of this  
169 Agreement. The City shall initiate said negotiations by providing the BMPO with a task work  
170 order request. The BMPO may, at its sole discretion, provide a task work order proposal to the  
171 City which shall conform to the requirements of Section 4.2 below.

172

173 4.2. The task work order proposal provided by the BMPO will include but not be limited to the  
174 following negotiated terms:

175

- 176 A. The Scope of Services;
- 177 B. The deliverables (e.g. report, drawings, specifications, cost estimates, etc.);
- 178 C. The time and schedule of performance and term;
- 179 D. The method and amount of compensation;

180 E The personnel assigned to the Specific Project, including, but not limited to: BMPO's  
181 Project Manager, other staff and consultants, which the City will have the right to reject in  
182 its sole discretion; and,  
183

184 4.3 Task work order proposals will be negotiated and executed by the City Manager or other  
185 designated City staff, authorized to enter into agreements for the compensatory amount for each  
186 negotiated task work order.  
187

## 188 SECTION 5 189 COMPENSATION 190

191 5.1 In consideration for the Services provided by the BMPO to the City, the City shall pay or  
192 reimburse the BMPO for all costs incurred by the BMPO ("Compensation") for the Services  
193 described in any mutually agreed and accepted task work order. The Compensation shall be  
194 determined pursuant to Exhibit "A", attached hereto and incorporated herein.  
195

196 5.2 The City agrees to compensate the BMPO for the Services in the amount or Compensation  
197 as outlined and approved by each task work order and pursuant to Exhibit "A" for related Services.  
198 The Parties agree that the City will commence paying the fee(s), as specified in this Section 5, to  
199 the BMPO when Services are provided at the then current rates and schedules in place at that time  
200 for each approved task work order requested and approved by the City. The BMPO acknowledges  
201 and accepts the agreed compensation to be reasonable payment or reimbursement to the BMPO  
202 for the Services.  
203

204 5.3 The BMPO agrees to invoice the City and the City agrees to make payment to the BMPO  
205 for the Services rendered to the City as defined in Section 5.2. BMPO shall invoice on a monthly  
206 basis and include the task work order, project name if applicable, nature of the services performed,  
207 the date the work was performed, the total number of hours of work performed, and the name of  
208 the individuals performing same.  
209

210 5.4 Payments from the City shall be made to the BMPO at the address provided in the notice  
211 section contained herein.  
212

213 5.5 City shall pay the BMPO in accordance with the Florida Prompt Payment Act.  
214

## 215 SECTION 6 216 BMPO's RESPONSIBILITY 217

218 6.1 The BMPO agrees to provide Services to the City pursuant to applicable federal, state and  
219 local laws, codes, rules and regulations. Services are set forth in Section 4 of this Agreement. The  
220 BMPO shall also be responsible for the administration and overall coordination required for these  
221 Services. The BMPO's staff shall provide Services pursuant to this Agreement in a professional,  
222 courteous, effective and efficient manner.  
223

224 6.2 OVERSIGHT AND EVALUATION. BMPO will coordinate with City so that BMPO and  
225 City may evaluate the Services provided annually. BMPO will take reasonable care to ensure that  
226 Services meet City's satisfaction. BMPO may, in its sole discretion, use its consultants as well  
227 as its own employees, personnel, building space, equipment and facilities in performing this  
228 Agreement. In providing Services under this Agreement, BMPO's consultants and staff shall not  
229 be under the supervision or control of the City except as specified under this Agreement or as may  
230 be described in any mutually agreed and accepted task work order. BMPO shall pay all  
231 compensation, employee benefits, taxes, insurance, social security, and unemployment insurance  
232 for its employees. BMPO's staff shall be considered employees of BMPO for all purposes, and  
233 shall not be considered employees of City for any purpose. All necessary disciplinary actions shall  
234 be at the exclusive discretion of and be implemented by BMPO.  
235

236 6.3 BMPO shall timely fulfill, or cause to be fulfilled, all of the conditions expressed in this  
237 Agreement and as outlined and approved by each mutually agreed and accepted task work order.

238 6.4 The BMPO shall perform various activities/tasks related to the Services, as detailed in each  
239 subsequent mutually agreed and accepted task work order.  
240

241 6.5 The BMPO shall have no obligation to independently fund the costs of the Services.  
242

243 **SECTION 7**  
244 **CITY'S RESPONSIBILITY**  
245

246 7.1 The City shall prepare and submit to the BMPO written task work order proposal requests  
247 for Services when warranted by the City, together with all related supporting documentation  
248 necessary to perform the requested Services consistent with applicable federal, state and local laws,  
249 codes, rules and regulations.  
250

251 7.2 The City agrees that the BMPO is not responsible for any City liability and is only  
252 responsible for providing the City with Services as requested by the City from time to time.  
253

254 7.3 The City agrees to furnish the BMPO any documents required to satisfy and complete the  
255 agreed Services as outlined and approved by each mutually agreed and accepted task work order  
256 for related Services.  
257

258 7.4 The City agrees that it shall take no actions that would impede or prevent the BMPO from  
259 complying with the terms of this Agreement or any mutually agreed and accepted task work  
260 order(s).  
261

262 **SECTION 8**  
263 **TERM AND TERMINATION**  
264

265 8.1 This Agreement shall commence on the date this instrument is fully executed by all parties  
266 and shall end five (5) years from the executed date unless and until terminated pursuant to Section  
267 8 of this Agreement. Subject to the mutual consent of the City and the BMPO this Agreement

268 may renew for two (2) additional five-year periods under the same terms and conditions. To extend  
269 the Agreement, either party, if it so desires, may submit written notice of its intent to renew this  
270 Agreement to the other, a minimum of 90 days prior to the end of the initial five (5) year or an  
271 extended term. The other party may respond to the requesting party within thirty (30) days or it  
272 shall be understood that this Agreement shall not be extended.  
273

274 8.2 Either party may terminate this Agreement for convenience at any time with one hundred  
275 twenty (120) days prior written notice to the other, to terminate this Agreement without penalty or  
276 recourse, in which event the effective termination date of this Agreement will be at the end of the  
277 one hundred twenty (120) day period following the date of receipt of the written notice of  
278 termination.  
279

280 8.3 Notwithstanding the foregoing, the City and the BMPO acknowledge that certain Services  
281 provided for in conjunction with the Agreement pursuant to mutually agreed Task Work Orders  
282 may be ongoing and yet to be completed, in such instance, the term of the Agreement shall remain  
283 in effect until such time as those Services have been completed and accepted by the parties hereto  
284 in accordance with this Agreement and that specific Task Work Order(s).  
285

286 8.4 In the event of a default by either party, the non-defaulting party shall notify the other party,  
287 in writing of the default and of the time to cure the default (“Notice to Cure”). If such default is  
288 not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-  
289 defaulting party, to cure said default within thirty (30) business days after the date of the Notice to  
290 Cure, the non-defaulting party may terminate this Agreement upon sixty (60) days written notice  
291 to the other party.  
292

293 8.5 Upon termination of this Agreement, each party shall turn over to the other party within a  
294 reasonable period of time (not to exceed 90 days) all records held by it with respect to this  
295 Agreement.  
296

297 8.6 In the event this Agreement is terminated for any reason, including Agreement expiration,  
298 the BMPO shall be paid for any Services performed to the date the Agreement is terminated;  
299 however, upon being notified of the City’s election to terminate, the BMPO shall refrain from  
300 performing further Services or incurring additional expenses under the terms of this Agreement,  
301 unless otherwise specifically requested by City.  
302

303 **SECTION 9**  
304 **EFFECTIVE DATE**  
305

306 The Agreement shall be effective as of \_\_\_\_\_, 2022 and the City Clerk shall file a  
307 fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County,  
308 Florida, pursuant to Chapter 163, Part 1, Florida Statutes.  
309

310 **SECTION 10**  
311 **INDEMNIFICATION**  
312 **GOVERNMENTAL IMMUNITY**  
313

314 10.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor  
315 shall anything included herein be construed as consent to be sued by third parties in any matter  
316 arising out of this Agreement or any other contract. The BMPO and the City are state agencies or  
317 political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible  
318 for the acts and omissions of their agents or employees to the extent permitted by law.  
319

320 10.2 To the fullest extent permitted by law, the City and BMPO agree to indemnify and hold  
321 the other's officials, employees and agents harmless from liabilities, damages, losses and costs  
322 including, but not limited to, reasonable attorneys' fees, to the extent caused by their own  
323 negligence, recklessness, or intentionally wrongful conduct or of that of other persons employed  
324 or utilized by that party in the performance of this Agreement. The provisions of this section shall  
325 survive the expiration or earlier termination of this Agreement.  
326

327 **SECTION 11**  
328 **BOOKS AND RECORDS**  
329

330 11.1 Each party shall retain all records related to this Agreement and any Services provided  
331 hereunder in accordance with the State of Florida public records retention law and applicable  
332 Federal rules and regulations. Each party shall have access to such records, for the purposes of  
333 inspection and audit, until such time as the law allows said records to be destroyed.  
334

335 11.2 BMPO shall comply with all public records laws in accordance with Chapter 119, *Fla.*  
336 *Stat.* In accordance with Florida law, BMPO agrees to:

337  
338 11.2.1 Keep and maintain all records that ordinarily and necessarily would be required by  
339 the City in order to perform the services;

340  
341 11.2.2 Upon request from the City's custodian of public records, provide the City with a  
342 copy of the requested records or allow the records to be inspected or copied within  
343 a reasonable time at a cost that does not exceed the costs provided in Chapter 119,  
344 *Fla. Stat.*, or as otherwise provided by law;  
345

346 11.2.3 Ensure that public records that are exempt or confidential and exempt from public  
347 records disclosure are not disclosed except as authorized by law for the duration  
348 of the Agreement term and following completion of the Agreement if the BMPO  
349 does not transfer the records to the City;  
350

351 11.2.4 Upon completion of the services within this Agreement, at no cost, either transfer  
352 to the City all public records in possession of the BMPO or keep and maintain  
353 public records required by the City to perform the services. If the BMPO transfers  
354 all public records to the City upon completion of the services, the BMPO shall

355 destroy any duplicate public records that are exempt or confidential and exempt  
356 from public records disclosure requirements. If the BMPO keeps and maintains  
357 public records upon completion of the services, the BMPO shall meet all applicable  
358 requirements for retaining public records. All records stored electronically must be  
359 provided to the City, upon request from the City's custodian of public records, in a  
360 format that is compatible with the information technology systems of the City.  
361

362 If BMPO does not comply with this Section, the City shall enforce the Agreement  
363 provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with  
364 state law.

365 Section 119.0701(2)(a), Florida Statutes

366 **IF THE BMPO HAS QUESTIONS REGARDING THE APPLICATION**  
367 **OF CHAPTER 119, FLORIDA STATUTES, TO THE BMPO DUTY TO**  
368 **PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**  
369 **CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:**

370  
371 **Telephone:** \_\_\_\_\_

372 **Email:** \_\_\_\_\_

373 **Address:** \_\_\_\_\_

374 **<Insert Government>**

375  
376 11.3 RECORDS and FILES. The BMPO will temporarily maintain all records and files  
377 produced pursuant to this Agreement. At the completion of any land use approval/review action  
378 covered by this Agreement, said records and files shall be transferred to the City. At the termination  
379 or expiration of this Agreement, all remaining records and files shall be transferred and maintained  
380 by the City.

381  
382 11.4 This Section 11 shall survive the expiration or termination of this Agreement.  
383

384 **SECTION 12**  
385 **GENERAL PROVISIONS**

386  
387 12.1 ASSIGNMENT / SUBCONTRACTING. Neither this Agreement nor any right or  
388 interest created herein shall be assigned, transferred, or encumbered without the prior written  
389 consent of the other party.  
390

391 12.2 NOTICES. Any notices required by this Agreement shall be in writing and shall be (as  
392 elected by the party giving such notice) hand delivered by messenger, or alternatively, may be sent  
393 by U.S. certified mail, return receipt requested. Notices shall be provided to the following:  
394

395 *As to the City:*

396  
397 City of <Insert Government>  
398 Attention: City Manager  
399 Street  
400 <Insert Government>, FL ZIP  
401

402 With a copy to:

403  
404 City of <Insert Government>  
405 City Attorney's Office  
406 Street  
407 <Insert Government>, FL ZIP  
408

409 *As to the BMPO:*

410  
411 Broward Metropolitan Planning Organization  
412 Attention: Executive Director  
413 Trade Centre South  
414 100 West Cypress Creek Road, Suite 650  
415 Fort Lauderdale, FL 33309-2112  
416

417 With a copy to:

418  
419 Alan L. Gabriel, Esq.  
420 BMPO General Counsel  
421 Weiss Serota Helfman Cole & Bierman, P.L.  
422 200 E. Broward Blvd., Suite 1900  
423 Fort Lauderdale, Florida 33301  
424

425 12.3 LITIGATION; VENUE; LIMITATION OF ACTIONS; WAIVER OF JURY.  
426

427 12.3.1 This Agreement shall be construed and interpreted, and the rights of the parties  
428 hereto determined, in accordance with Florida law. The parties submit to the jurisdiction of Florida  
429 courts. The parties agree that proper venue for any suit concerning this Agreement shall be situated  
430 exclusively in Broward County, Florida. In any litigation arising under this Agreement, each party  
431 shall bear its own costs and attorney fees. To ENCOURAGE PROMPT AND EQUITABLE  
432 RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO  
433 A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.  
434

435           12.3.2 In the event of a breach of this Agreement or if enforcement of this Agreement shall  
436 be required, the BMPO and City agree to reasonably cooperate with each other and take all  
437 appropriate and necessary action to secure payment of all applicable compensation or  
438 reimbursement of funds, and that no party (the BMPO or City) shall be liable to the other for  
439 damages; however, a party may be subject to equitable remedies such as mandamus or specific  
440 performance.

441  
442 12.4 WAIVER. It is hereby agreed to by the parties that no waiver of breach or any of the  
443 covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding  
444 breach of the same or any covenant.

445  
446 12.5 ENTIRE AGREEMENT. This Agreement expresses the entire agreement of the  
447 parties, and no party shall be bound by any promises or representations, verbal or written, made  
448 prior to the date hereof which are not incorporated herein. Any subsequent general planning  
449 contract and/or work authorization accepted by the BMPO and the City shall be subject to the  
450 general terms and conditions of this Agreement.

451  
452 12.6 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each  
453 of which shall be an original, but together such counterparts shall constitute only one instrument.

454  
455 12.7 FAILURE TO PERFORM. Should any party involuntarily fail to perform any of their  
456 respective obligations pursuant to this Agreement, this Agreement may be terminated.

457  
458 12.8 SEVERABILITY. If any section, sentence, clause or phrase of this Agreement is found  
459 to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in  
460 no way affect the validity of the remaining portions of this Agreement.

461  
462 12.9 FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge  
463 and deliver and cause to be done, executed, acknowledged and delivered all further assurances and  
464 to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

465  
466 12.10 JOINT PREPARATION. The parties acknowledge that they have sought and received  
467 whatever competent advice and counsel as was necessary for them to form a full and complete  
468 understanding of all rights and obligation herein and that the preparation of this Agreement has  
469 been their joint effort. The language agreed to express their mutual intent and the resulting  
470 document shall not, solely as a matter of judicial construction, be construed more severely against  
471 one of the parties than the other.

472  
473 12.11 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any  
474 term, statement, requirement, or provision of any exhibit attached hereto, any document or events  
475 referred to herein, or any document incorporated into this Agreement by reference and a term,  
476 statement, requirements, or provision of this Agreement, the term, statement, requirement, or  
477 provision contained in Sections 1 through 12 of this Agreement shall prevail and be given effect.

478

479 12.12 COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal,  
480 state, and local laws, codes, ordinances, rules, and regulations in performing its duties,  
481 responsibilities, and obligations pursuant to this Agreement.  
482

483 12.13 AMENDMENTS. No modification, amendment, or alteration in the terms or  
484 conditions contained herein shall be effective unless contained in a written document prepared  
485 with the same or similar formality as this Agreement and executed by the City of <Insert  
486 Government> City Commission and the BMPO Board or others delegated authority to or otherwise  
487 authorized to execute same on their behalf.  
488

489 12.14 PRIOR AGREEMENTS. This document represents the final and complete  
490 understanding of the parties and incorporates or supersedes all prior negotiations, correspondence,  
491 conversations, agreements, and understandings applicable to the matters contained herein. The  
492 parties agree that there is no commitment, agreement, or understanding concerning the subject  
493 matter of this Agreement that is not contained in this written document. Accordingly, the parties  
494 agree that no deviation from the terms hereof shall be predicated upon any prior representation or  
495 agreement, whether oral or written.  
496

497 12.15 REPRESENTATION OF AUTHORITY. Each individual executing this  
498 Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date  
499 he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute  
500 this Agreement on behalf of such party and does so with full legal authority.  
501

502 12.16 CONFLICTS. BMPO and City shall take all possible steps to try to avoid  
503 scheduling conflicts which would prevent BMPO's planning staff from attending meetings on  
504 behalf of the City. In the event a scheduling conflict arises, each party shall inform the other party  
505 so that an agreed upon solution may be reached.  
506

507 12.17. EXCLUSIVITY. The parties agree that this is not an exclusive service agreement. The  
508 BMPO may provide similar services to other entities.  
509

510 [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]  
511  
512  
513  
514

515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555

**AGREEMENT BETWEEN  
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY  
OF <INSERT GOVERNMENT> FOR TRANSPORTATION PLANNING AND RELATED  
SERVICES**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, duly authorized to execute same, and City, signing by and through its Mayor and City Manager, attested to and duly authorized to execute same.

**CITY**

**CITY OF <INSERT GOVERNMENT>, FLORIDA**

By: \_\_\_\_\_  
Name, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2022

ATTEST:  
By: \_\_\_\_\_  
Name, City Clerk  
(SEAL)

By: \_\_\_\_\_  
Name, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2022

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Name, City Attorney

**AGREEMENT BETWEEN  
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY  
OF <INSERT GOVERNMENT> FOR TRANSPORTATION PLANNING AND  
RELATED SERVICES**

**BMPO**

BROWARD METROPOLITAN PLANNING  
ORGANIZATION

By: \_\_\_\_\_  
Gregory Stuart, Executive Director

By: \_\_\_\_\_  
Frank C. Ortis, Chair

This \_\_\_ day of \_\_\_\_\_, 2022.

This \_\_\_ day of \_\_\_\_\_, 2022.

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, P.L.

**EXHIBIT "A"**  
**COMPENSATION**

Compensation shall be conditioned upon prior written mutually agreed task work order authorization(s) determined as follows:

1. **BMPO**

- a) By Project/Grant/ Activity -- Calculated by estimated or budgeted staff hours, then current salary cost of employee, including overhead, plus an agreed administrative fee; or
- b) Administrative overhead fee based upon total project/activity cost or grant amount.

2. **BMPO THIRD PARTY CONTRACTS**

- a) The City shall pay for the actual cost of services rendered by BMPO Consultants and Contractors for those services that are required by Project/Grant/Activity.
- b) The cost shall include, but not be limited to salary, benefits and administrative overhead. The service fee for services performed by BMPO Consultants and Contractors shall be equal to the BMPO then current contracted rates.

**OR**

- 3. AS MAY BE OTHERWISE MUTUALLY AGREED AND DETERMINED ON A PROJECT BY PROJECT BASIS.