



**AGENDA**  
**Broward Metropolitan Planning Organization**  
Thursday, February 13, 2025 9:30 a.m.  
**100 West Cypress Creek Road,**  
**6th Floor, Suite 650**  
**Fort Lauderdale, FL 33309-2181**

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While Members should physically attend this meeting to satisfy quorum, to participate virtually, please click here to register and join the meeting:  
[https://us02web.zoom.us/webinar/register/9316947193452/WN\\_lqOOfW8FR1mLA3kJwqLqZg](https://us02web.zoom.us/webinar/register/9316947193452/WN_lqOOfW8FR1mLA3kJwqLqZg)

**REGULAR ITEMS**  
**(All Items Open for Public Comment)**

1. Call to Order and Pledge
2. Moment of Silence - Marjory Stoneman Douglas High School Remembrance
3. Electronic Roll Call
4. **Approval of Minutes**
5. Approval of Excused Absences
6. Approval of Agenda
7. Public Comments  
Please submit to [info@browardmpo.org](mailto:info@browardmpo.org) at least 24 hours prior to the start of the meeting.

**CONSENT ITEMS**  
**(All Items Open for Public Comment)**

1. **MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 17 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for As-needed Support Services in an Amount Not to Exceed \$34,213.88**

2. **MOTION TO APPROVE a Resolution of the Broward Metropolitan Planning Organization Authorizing the Broward Metropolitan Planning Organization to File Applications With the Federal Transit Administration, an Operating Administration Of The United States Department Of Transportation, for Federal Transportation Assistance as Authorized by 49 U.S.C. Chapter 53; Title 23, United States Code, or Other Federal Statutes Administered by the Federal Transit Administration; Providing for an Effective Date**
3. **MOTION TO APPROVE a Subrecipient Agreement Between Broward Metropolitan Planning Organization and City of Sunrise for Josh Lee Boulevard Improvements**

**ACTION ITEMS**  
(All Items Open for Public Comment)

1. **MOTION TO APPROVE Amendment to the Fiscal Year (FY) 2025 - 2029 Transportation Improvement Program (TIP):  
FM# 56400-1 MIAMI URBANIZED AREA (UZA) BROWARD COUNTY TRANSIT SECTION 5339(C)**
2. **MOTION TO ACCEPT Fiscal Year (FY) 2024 Audit Report Prepared by HCT Certified Public Accountants & Consultants, LLC**

**REGULAR ITEMS (continued)**  
(All Items Open for Public Comment)

7. Comments from the Chair
8. Member Comments  
[Click here](#) to submit a comment to go before the Board.
9. Executive Director's Report
10. Monthly Legislative Reports
11. **General Counsel's Report**

**NON-ACTION ITEMS**  
(All Items Open for Public Comment)

1. **Broward Safety Action Plan (BSAP) Update**

2. **Premium Transit Education Series: High Frequency Bus Service**
3. **Report From Partner Agency - Florida Department of Transportation (FDOT) - Interstate 95 (I-95/SR 9) Project Development and Environment (PD&E) Study**
4. **Report from Partner Agency - Broward County - Low Stress Multimodal Mobility Network Master Plan**

#### **FINANCIAL REPORTS - for information purposes**

1. **Consulting Contracts Summary Report**
2. **Local Contribution Collection and Expense Report**
3. **Notification of Broward MPO Fiscal Year (FY) 2024/25 and 2025/26 Unified Planning Work Program (UPWP) Revision**

#### **CORRESPONDENCE - no discussion**

1. **December 2024 and January 2025 Correspondence**

#### **COMMITTEE REPORTS - no discussion**

0. **Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the January 22, 2025 Workshops**
1. Broward MPO Executive Committee meeting minutes can be found at: <http://browardmpo.org/index.php/agendas-minutes>

#### **ADMINISTRATIVE ITEMS**

1. **Notice of Broward Variance Report Between the Fiscal Year (FY) 2025–2029 Transportation Improvement Program (TIP) and the FY 2026–2030 Draft Tentative Work Program (DTWP)**
2. **Notification of Proposed Work Program Amendments to the Fiscal Year (FY) 24/25-28/29 Adopted Work Program**

3. Florida's Turnpike Mainline/SR 91 Transportation System Management and Operations (TSM&O) Add Lanes Project from the Sawgrass Expressway/SR 869 to Glades Road/SR 808 - Newsletter

**NEXT MEETING: MARCH 13, 2025**

**\*MOTION TO ADJOURN**

\* Motion Requested

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**Mission Statement**

To collaboratively plan, prioritize and fund the delivery of diverse transportation options.

**Vision Statement**

Our work will have measurable positive impact by ensuring transportation projects are well selected, funded and delivered.

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Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Carl Ema, Title VI Coordinator at (954) 876-0033/0052 or [emac@browardmpo.org](mailto:emac@browardmpo.org) (or via Florida Relay at 711) at least seven days prior to the meeting.

For complaints, questions or concerns about civil rights or non-discrimination please contact: Carl Ema, Title VI Coordinator at the numbers or e-mail above.



Metropolitan Planning Organization

**Regular Item 4.**

**Broward Metropolitan Planning Organization**

**Meeting Date: 02/13/2025**

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**SUMMARY:**

**Approval of Minutes**

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**Attachments**

Minutes - December 12, 2024

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**MINUTES**  
**Broward Metropolitan Planning Organization**  
Thursday, December 12, 2024 9:30 a.m.  
**100 West Cypress Creek Road,**  
**6th Floor, Suite 650**  
**Fort Lauderdale, FL 33309-2181**

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The video recording of this meeting and any reference documents can be found at:  
<http://www.browardmpo.org/watch-archived-mpo-meetings>

- Chair:** Miramar Board Member Yvette Colbourne  
**Vice Chair:** Hallandale Beach Board Member Joy Cooper  
**Deputy Vice Chair:** Weston Board Member Byron Jaffe  
**District 1:** Tamarac Board Member Kicia Daniel, North Lauderdale Board Member Samson Borgelin, Parkland Board Member Rich Walker  
**District 2:** Deerfield Beach Board Member Bill Ganz, Coconut Creek Board Member Sandra Welch  
**District 3:** Plantation Board Member Tim Fadgen, Sunrise Board Member Joseph Scuotto, Lauderhill Board Member Melissa Dunn, Oakland Park Board Member Tim Lonergan, Lauderdale Lakes Board Member Tycie Causwell  
**District 4:** [Vice Chair Cooper], Hollywood Board Member Caryl Shuham, Dania Beach Board Member Lori Lewellen  
**District 5:** [Chair Colbourne], [Deputy Vice Chair Jaffe], Davie Board Member Michelle Whitman, Pembroke Pines Board Member Thomas Good Jr., Cooper City Board Member Lisa Mallozzi, West Park Board Member Felicia Brunson, Southwest Ranches Board Member Bob Hartmann, Pembroke Park Board Member Bill Hodgkins
- South Florida Regional Transportation Authority (SFRTA) - Board Member Lamar Fisher**  
**Broward County Board of County Commissioners - Board Member Beam Furr**  
**Broward County Board of County Commissioners - Board Member Hazelle Rogers**  
**Broward County Board of County Commissioners - Board Member Michael Udine**

**MPO Staff Present**

Gregory Stuart, Broward MPO Executive Director

Bryan Caletka, Broward MPO Director of Transportation

David Tolces, Broward MPO General Counsel

Paul Calvaresi, Jihong Chen, James Cromar, William Cross, Renee Cross, Carl Ema, Paul Flavien, Peter Gies, Carol Henderson, Vilma Hurtado, Ashley Mohni, Oscar Nelson, Miguel Perez, Paula Prusinski, Christopher Restrepo, Andrew Riddle, Chris Ryan, Rebecca Schultz, Jose Vega

A copy of the sign-in sheet identifying members of the public who were present is filed with the supplemental papers to the minutes of this meeting.

**REGULAR ITEMS**  
**(All Items Open for Public Comment)**

1. Call to Order and Pledge  
Meeting was called to order at 9:35 a.m.

2. Electronic Roll Call  
Roll was recorded electronically.

3. **Approval of Minutes - November 14, 2024**

Motion made by Joy Cooper, seconded by Tim Fadgen to Approve

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Beam Furr, Michael Udine, Michelle Whitman, Joy Cooper, Yvette Colbourne, Samson Borgelin, Melissa Dunn, Byron Jaffe, Rich Walker, Bill Ganz, Sandra Welch, Lamar Fisher, Caryl Shuham, Tim Lonergan

**20 - 0 Passed**

4. Approval of Excused Absences

Motion made by Sandra Welch, seconded by Bill Ganz

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Beam Furr, Michael Udine, Joy Cooper, Michelle Whitman, Samson Borgelin, Yvette Colbourne, Byron Jaffe, Melissa Dunn, Sandra Welch, Bill Ganz, Rich Walker, Caryl Shuham, Lamar Fisher, Tim Lonergan

**20 - 0 Passed**

Board Members Antonio Arserio, Dean Trantalis, and Joshua Simmons were marked as Excused.

5. Approval of Agenda

Motion made by Bill Ganz, seconded by Sandra Welch

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Michael Udine, Beam Furr, Joy Cooper, Michelle Whitman, Samson Borgelin, Yvette Colbourne, Byron Jaffe, Melissa Dunn, Sandra Welch, Bill Ganz, Rich Walker, Caryl Shuham, Lamar Fisher, Tim Lonergan

**20 - 0 Passed**

6. **Proclamation in Recognition of Jose Luis Rodriguez for 25 Years on the Citizens' Advisory Committee**

7. Public Comments  
None.

8. **MOTION TO ELECT OFFICERS to Serve the Remainder of the Term, December 2024 Through June 2025:**

**A. Executive Committee Member - At-Large; and**  
**B. Executive Committee Member - At-Large (Chair Emeritus)**

The Chair opened the floor to nominations for Executive Committee - At-Large. Board Members Tim Fadgen, Thomas Good, Tim Lonergan, and Lisa Mallozzi were nominated. After a paper vote and ballots tallied by MPO General Counsel and MPO Staff Velma Hurtado, Fadgen received 3 votes, Good received 11 votes, Lonergan received 5 votes, and Mallozzi received 5 votes. **Board Member Thomas Good was elected as Executive Committee At-Large.**

The Chair opened the floor to nominations for Executive Committee - At-Large (Chair Emeritus). Board Members Tim Fadgen, Tim Lonergan, and Lisa Mallozzi were nominated. After a paper vote and ballots tallied by MPO General Counsel and MPO Staff Velma Hurtado, Fadgen received 9 votes, Lonergan received 8 votes, and Mallozzi received 7 votes. **Board Member Tim Fadgen was elected as Executive Committee - At-Large (Chair Emeritus).**

**MOTION TO APPROVE ELECTED OFFICERS**

Motion made by Caryl Shuham, seconded by Bill Ganz Approve

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Beam Furr, Michael Udine, Kicia Daniel, Joy Cooper, Michelle Whitman, Yvette Colbourne, Samson Borgelin, Byron Jaffe, Melissa Dunn, Sandra Welch, Rich Walker, Bill Ganz, Lamar Fisher, Caryl Shuham, Tim Lonergan

**21 - 0 Passed**

**CONSENT ITEMS**  
**(All Items Open for Public Comment)**

Board Member Shuham requested that Consent Item #3 be pulled from the Consent Agenda for discussion. Consent Item #3 was pulled from the Consent Agenda for discussion.

1. **MOTION TO APPROVE Amendments to the Fiscal Year (FY) 2025 - 2029 Transportation Improvement Program (TIP):**
  - A. FM# 449819-2: SR-25/US27 from Miami-Dade/Bwd County Line (MP 0.00) to N of Griffin Rd (MP 7.08)
  - B. FM# 454486-1: Flamingo Road from NW 202nd Street to SR-84/New River Greenway

2. **MOTION TO APPROVE Targets for the Federally Mandated Performance Measure Areas**

MOTION TO APPROVE Consent Items #1 & 2

Motion made by Sandra Welch, seconded by Michael Udine

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Beam Furr, Michael Udine, Kicia Daniel, Joy Cooper, Michelle Whitman, Yvette Colbourne, Samson Borgelin, Byron Jaffe, Melissa Dunn, Sandra Welch, Rich Walker, Bill Ganz, Lamar Fisher, Caryl Shuham, Tim Lonergan

**21 - 0 Passed**

3. **MOTION TO APPROVE a Subrecipient Agreement Between Brightline Trains Florida LLC and Broward Metropolitan Planning Organization for the Railroad Crossing Elimination Program Grant – Broward County Sealed Corridor Project**

MPO Board Members discussed the item. No members of the public spoke.

MOTION TO APPROVE Consent item #3

Motion made by Tim Lonergan, seconded by Samson Borgelin Approve

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Beam Furr, Michael Udine, Kicia Daniel, Joy Cooper, Michelle Whitman, Yvette Colbourne, Samson Borgelin, Byron Jaffe, Melissa Dunn, Sandra Welch, Rich Walker, Bill Ganz, Lamar Fisher, Caryl Shuham, Tim Lonergan

**21 - 0 Passed**

MOTION TO DIRECT MPO Staff To Take Action Consistent with the City of Hollywood's Resolution with Respect to the Fact That the City of Hollywood Does Not Look to Have the Garfield Crossing Closed at this Time, Pending Further Investigation and, to the Extent Possible, Amend Any Upstream Documents to Reflect that Fact as Well.

Motion made by Thomas Good, seconded by Samson Borgelin Approve

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Beam Furr, Michael Udine, Kicia Daniel, Joy Cooper, Michelle Whitman, Yvette Colbourne, Samson Borgelin, Byron Jaffe, Melissa Dunn, Sandra Welch, Rich Walker, Bill Ganz, Lamar Fisher, Caryl Shuham, Tim Lonergan

**21 - 0 Passed**

**ACTION ITEMS**  
**(All Items Open for Public Comment)**

1. **PUBLIC MEETING AND MOTION TO APPROVE the Route to 2050 Metropolitan Transportation Plan (MTP)**

Christopher Restrepo of MPO Staff gave a brief presentation on this item. There was no discussion on the item by the Board Members that were present. No members of the public spoke.

Motion made by Bill Ganz, seconded by Rich Walker to Approve

**Electronic Vote:** AYE: Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Beam Furr, Michael Udine, Kicia Daniel, Joy Cooper, Michelle Whitman, Yvette Colbourne, Samson Borgelin, Byron Jaffe, Melissa Dunn, Sandra Welch, Rich Walker, Bill Ganz, Lamar Fisher, Caryl Shuham, Tim Lonergan

**20 - 0 Passed**

2. **MOTION TO APPROVE the Florida Department of Transportation (FDOT) District Four Draft Tentative Work Program for Fiscal Year (FY) 2026 - 2030**

Peter Gies of MPO Staff and John Krane of FDOT gave presentations on this item. MPO Board Members discussed the item. No members of the public spoke.

Motion made by Tim Fadgen, seconded by Michael Udine to Approve

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Michael Udine, Kicia Daniel, Michelle Whitman, Joy Cooper, Yvette Colbourne, Samson Borgelin, Byron Jaffe, Melissa Dunn, Sandra Welch, Caryl Shuham, Lamar Fisher, Tim Lonergan

**18 - 0 Passed**

3. **MOTION TO APPROVE the Florida's Turnpike Enterprise (FTE) Draft Tentative Five-Year Work Program for Fiscal Year (FY) 2026 - 2030**

Victoria Williams of FTE presented on this item. MPO Board Members discussed the item. No members of the public spoke.

Motion made by Tim Lonergan, seconded by Tim Fadgen to Approve

**Electronic Vote:** AYE: Lisa Mallozzi, Tim Fadgen, Bill Hodgkins, Thomas Good, Tycie Causwell, Hazelle Rogers, Michelle Whitman, Joy Cooper, Kicia Daniel, Yvette Colbourne, Samson Borgelin, Byron Jaffe, Melissa Dunn, Caryl Shuham, Tim Lonergan

NAY: Sandra Welch

**15 - 1 Passed**

At the request of the Chair, Action items #4 - 7 were taken as one vote.

Motion made by Tim Fadgen, seconded by Tim Lonergan TO APPROVE Action Items #4-7

**Electronic Vote:** AYE: Joy Cooper, Yvette Colbourne, Byron Jaffe, Sandra Welch, Caryl Shuham, Bill Hodgkins, Tim Fadgen, Lisa Mallozzi, Tycie Causwell, Kicia Daniel, Hazelle Rogers, Samson Borgelin, Tim Lonergan, Michelle Whitman, Melissa Dunn

**15 - 0 Passed**

4. **MOTION TO APPROVE the Complete Streets and Other Localized Initiatives Program (CSLIP) Cycle 9 Priority List of Projects, Directing MPO Staff to Work with Florida Department of Transportation (FDOT) Staff on the Vetting and Programming of Viable Projects**
5. **MOTION TO APPROVE the Modifications to Project Limits for Complete Streets and other Localized Initiatives Program (CSLIP) Cycle 4 Project Weston FM#448288.1**
6. **MOTION TO APPROVE a Grant Participation and Reimbursement Agreement for the Implementation of the Reconnecting Communities and Neighborhoods Program Grant “Connect FTL” Planning Study Within the City of Fort Lauderdale, Florida**
7. **MOTION TO APPROVE a Triparty Agreement Among Broward Metropolitan Planning Organization and City of Fort Lauderdale and Metropolitan Transportation Engineering & Construction Cooperative for 17th Street Mobility Hub Capital Project**

**REGULAR ITEMS (continued)**  
**(All Items Open for Public Comment)**

9. Comments from the Chair  
Welcome to new Board Members.
10. Member Comments  
Kudos for Think Like A Planner
11. Executive Director's Report
12. Monthly Legislative Reports
13. **General Counsel's Report**

**NON-ACTION ITEMS**  
**(All Items Open for Public Comment)**

1. **Federal Discretionary Grants**  
  
Due to timing, this item was not heard.

2. **Report From Partner Agency - South Florida Regional Transportation Authority (SFRTA) - Transit Development Plan (TDP) Major Update**

Due to timing, this item was not heard.

**FINANCIAL REPORTS - for information purposes**

1. **Consulting Contracts Summary Report**
2. **Local Contribution Collection and Expense Report**

**CORRESPONDENCE - no discussion**

1. **November 2024 Correspondence**

**COMMITTEE REPORTS - no discussion**

1. **Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the December 4, 2024 Meetings**
2. Broward MPO Executive Committee meeting minutes can be found at: <http://browardmpo.org/index.php/agendas-minutes>

**ADMINISTRATIVE ITEMS**

1. **Publishing of the Annual Listing of Obligated Projects for the Federal Fiscal Year (FFY) 2024**
2. **Notice of Administrative Modification to the Fiscal Year (FY) 2025 - 2029 Transportation Improvement Program (TIP)**
3. **Notification of Proposed Work Program Amendment to the FY 24/25-28/29 Adopted Work Program - 2025-07**
4. MPO Acronyms: <https://browardmpo.org/data/acronyms>

5. **Safe Routes to School - Infrastructure Grant Application is Now Open**
6. **Safe Streets Summit - February 6 - 7, 2025: [Register Now Open](#)**
7. Save the Date - State of the Region - May 22, 2025

**NEXT MEETING: FEBRUARY 13, 2025**

Meeting was adjourned at 11:45 a.m.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Carl Ema, Title VI Coordinator at (954) 876-0033/0052 or [emac@browardmpo.org](mailto:emac@browardmpo.org) (or via Florida Relay at 711) at least seven days prior to the meeting.

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**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**REQUESTED ACTION:**

**MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 17 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for As-needed Support Services in an Amount Not to Exceed \$34,213.88**

**WHAT THIS ACTION ACCOMPLISHES:**

Approval of this item will authorize the MPO to engage Whitehouse Group, Inc. under the existing Advancing Strategic Initiatives Agreement to provide support services on an as-needed basis to the MPO Executive Director when addressing Board Member requests and making organizational changes.

**SUMMARY EXPLANATION/BACKGROUND:**

In March 2022, the MPO Board approved an agreement with Whitehouse Group, Inc. to provide consultant services for Advancing Strategic Initiatives (for the Agreement, please see Attachment 1) that will advance the strategic initiatives developed by the MPO Board as documented within the MPO's Strategic Business Plan (found at <https://www.browardmpo.org/core-products/strategic-business-plan>).

To support the MPO Executive Director as he fields and responds to Board Member requests as well as when planning and executing organizational change consistent with the MPO's Strategic Business Plan, the MPO is proposing Task Work Order No. 17 under the existing Advancing Strategic Initiatives Agreement with Whitehouse Group, Inc.

Under the Task Work Order, the consultant will assist the MPO Executive Director in providing timely responses to Board Member requests with appropriate backup materials, if necessary. In addition, the consultant will also provide support and feedback to the MPO Executive Director on various techniques, strategies, and organizational/administrative changes that may be employed to address impacts to MPO operations as a result of continued organizational growth.

For more information on the proposed Task Work Order No. 17 with Whitehouse Group Inc., please see Attachment 2. The Task Work Order provides for the services mentioned above until June 30, 2026 at a cost not to exceed \$34,213.88. MPO and consultant staff will be available at the upcoming meeting to address any questions or comments.

**MPO STAFF RECOMMENDATION(S):**

MPO staff recommends ***approval*** of the proposed Task Work Order No. 17 with Whitehouse Group, Inc. for As-needed Support Services in an amount not to exceed \$34,213.88.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Carl Ema at (954) 876-0052 or [emac@browardmpo.org](mailto:emac@browardmpo.org).

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**Attachments**

1. Agreement Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Advancing Strategic Initiatives
  2. Task Work Order No. 17 - As-needed Support Services
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Metropolitan Planning Organization

Move People & Goods | Create Jobs | Strengthen Communities

March 10, 2022

Wade White, CEO
WHITEHOUSE GROUP INC.
100 West Cypress Creek Road, Suite 620
Fort Lauderdale, Florida 33309

Subject: Execution – NEW AGREEMENT
Advancing Strategic Initiatives – RFP No. 22-02

Dear Mr. White:

Congratulations. Enclosed is a fully executed agreement between Whitehouse Group and the Broward Metropolitan Planning Organization (BMPO) for the Advancing Strategic Initiatives project.

Please note that this letter does not serve as a Notice to Proceed (NTP). A NTP will be issued by the BMPO Contract Administrator at a later date. At such time services shall commence upon issuance of a written NTP. We look forward to working with Whitehouse Group as we move forward in accomplishing the goals of the Broward MPO.

If you have any questions please feel free to contact me or Renee Cross, Contract Administrator/Project Manager, (954) 876-0075 or by email at crossr@browardmpo.org.

Best regards,

Gregory Stuart, AICP
Executive Director, Broward MPO
GS/cb

Enclosure:

Cc: Renee Cross
Accounting & Finance

Chair
Frank C. Ortis

Vice Chair
Patricia Good

Deputy Vice Chair
Sandy Johnson

Members | Alternates

- Torey Alston
Antonio V. Arserio
Felicia M. Brunson
Chris Caputo
Michael Carn
Yvette Colbourne
Joy Cooper
Lamar Fisher
Beam Furr
Bill Ganz
Bob Hartmann
William "Bill" Hodgkins
Byron Jaffe
Sandy Johnson
Lori Lewellen
Irene Kirdahy
Lawrence "Jabbow" Martin
Andrea McGee
Robert L. McKinzie
Howard Meltzer
Buz Oldaker
Judy Paul
Debra Placko
Tim Ryan
Joseph A. Scuotto
Caryl S. Shuham
Joshua Simmons
Lynn Stoner
Dean J. Trantalis
Michael Udine
Rich Walker
Sandra L. Welch
Beverly Williams
Ana M. Ziade

Executive Director
Gregory Stuart

General Counsel
Alan Gabriel

**AGREEMENT  
BETWEEN THE  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
AND  
WHITEHOUSE GROUP, INC.  
FOR  
Advancing Strategic Initiatives  
RFP No. 22-02**

This Agreement ("Agreement") is made and entered into the 10<sup>th</sup> day of MARCH, 2022, by and between the **Broward Metropolitan Planning Organization**, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as ("BMPO"),

And

**Whitehouse Group, Inc.**, a Florida corporation, with its principal business address located at 100 West Cypress Creek Road, Suite 620, Fort Lauderdale, FL 33309, (hereinafter referred to as "CONTRACTOR") for Advancing Strategic Initiatives (the "Project"). References in this Agreement to "Executive Director" shall be meant to include his/her designee.

WITNESSETH:

WHEREAS, the BMPO, pursuant to Section 287.055, Florida Statutes, solicited offers from firms to provide the required expertise in connection with the Project; and

WHEREAS, Offers were evaluated by an Evaluation and Selection Committee; and

WHEREAS, the Board of the BMPO has selected the CONTRACTOR, upon the recommendation of the Evaluation and Selection Committee to perform Services in connection with the Project; and

WHEREAS, on MARCH 10, 2022, the Board of the BMPO ratified the evaluation and recommendation of Offers received in response to RFP No. 22-02 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

WHEREAS, BMPO and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## **SECTION 1. SCOPE OF SERVICES**

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request For Proposals for the BMPO's Advancing Strategic Initiatives, RFP No. 22-02, Dated January 11, 2022, ("RFP"), referenced hereto and made a part hereof, as Exhibit "A", and the CONTRACTOR'S Offer, Dated February 8, 2022, attached hereto and made a part hereof, as Exhibit "B"; and
- 1.2** The Federal Transit Administration ("FTA") Required Contractual Provisions (attached hereto as Exhibit "C-1"), and the Federal Highway Administration ("FHWA") Required Contractual Provisions (attached hereto as Exhibit "C-2), collectively hereafter referred to as the "Federal Contractual Provisions" are attached hereto and made a part hereof, collectively as Exhibit "C". Prior to beginning the performance of any services under this Agreement, the CONTRACTOR will be provided with a Notice to Proceed from the BMPO. This Notice to Proceed will specify the applicable Federal Contractual Provisions which will apply to this Agreement and the services to be provided accordingly.
- 1.3** The parties agree that the Services and the Federal Contractual Provisions, as specified in Exhibits "A", "B" and "C", (hereinafter collectively referred to as the "Scope of Services" or "Services") contain the description of Contractor's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 1.4** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR's Services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1** The term of this Agreement will be for a period of three (3) years (the "Term") which shall begin on the date it is fully executed by both parties and shall remain in effect until such a time as the Services acquired in conjunction with this RFP have been completed and accepted by the BMPO in

accordance with this Agreement and the terms of the Request For Proposals. After the initial Term, the BMPO shall have the option to extend the Term, at its discretion, for two (2) one year extensions. To exercise one or both annual extension(s), the BMPO, through its Executive Director, shall notify CONTRACTOR, in writing, at least 90 days, prior to the expiration of the then current term.

- 2.2 Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services describe in the Scope of Services within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services; **however this Agreement shall terminate no later than March 31, 2027**, unless terminated earlier pursuant to Section 4 of this Agreement.
- 2.3 The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

### SECTION 3. COMPENSATION

- 3.1 In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, the total amount not to exceed TWO MILLION AND NO/100 Dollars (\$2,000,000.00), contingent upon the appropriation of funds. The BMPO shall request consultant services on an as-needed basis. There is no guarantee that any or all of the services described in Exhibit "A" will be assigned during the term of this Agreement. The BMPO may, at its option, elect to have any or all of these specified services. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts negotiated between the parties as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- 3.1.1** Prior to beginning the performance of any services under this Agreement, the BMPO and the CONTRACTOR shall define specific services to be performed and deliverables for these services and sign separate task work orders. Each work order will specify a scope of work, time schedule and the compensation for those specific services. Once signed by both parties each work order and a Notice to Proceed will function as the authorization for the CONTRACTOR to complete the services and deliverables. CONTRACTOR shall perform the services described in the Scope of Services and each work order within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services.
- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously.
- 3.3** BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.4** Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.
- 3.5** Payment shall be made to CONTRACTOR at:  
Whitehouse Group, Inc.  
100 West Cypress Creek Road, Suite 620  
Fort Lauderdale, FL 33309
- 3.6** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.

- 3.7 If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit "B-1".

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated for cause by action of the BMPO Board if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action of the BMPO Board upon not less than sixty (60) days' written notice by the BMPO Executive Director.
- 4.2 This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.3 Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 4.5 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.
- 4.6 In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.1 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the BMPO Executive Director and the BMPO Attorney, any sums due CONTRACTOR under this Agreement may be retained by BMPO until all of BMPO'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by BMPO.

Nothing herein is intended to serve as a waiver of sovereign immunity by the BMPO nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

## **SECTION 6. INSURANCE**

**6.1** In order to insure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP (Exhibit "A"). This Agreement shall not be deemed approved until the CONTRACTOR has obtained all required insurance coverages and has supplied the BMPO with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The BMPO shall approve such certificates prior to the performance of any services pursuant to this Agreement.

**6.2** CONTRACTOR shall make this same requirement binding on any of its subcontractors. CONTRACTOR shall indemnify and save the BMPO harmless from any damage resulting to them for failure of any subcontractor to take out or maintain such insurance.

## **SECTION 7. MISCELLANEOUS**

**7.1 Contract Administrator.** The Contract Administrator is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and

conditions of this Agreement as set forth herein. For purposes of the Agreement, Renee Cross, Project Manager for the BMPO is designated as the Contract Administrator.

**7.2 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

**7.3 Audit and Inspection Rights and Retention of Records; Public Records.**

**7.3.1** BMPO shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

**7.3.2** CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

- 7.3.3** In addition, CONTRACTOR shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.
- 7.3.4** In addition, CONTRACTOR shall provide a complete copy of all working papers to the BMPO, prior to final payment by the BMPO, in accordance with the RFP for CONTRACTOR services.
- 7.3.5** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Vilma Hurtado**

**Mailing Address: 100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, FL 33309**

**Telephone Number: (954) 876-0057**

**Email: hurtadov@browardmpo.org**

- 7.4 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR agrees to comply with the provisions set forth in attached Appendix "A", including Contractor's responsibility to

incorporate the provisions in subcontracts, throughout the term of this Agreement.

- 7.5 Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 7.6 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.7 Third Party Beneficiaries.** Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**7.8 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**BMPO:**

Gregory Stuart, Executive Director  
Broward Metropolitan Planning Organization  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq., BMPO General Counsel  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 E. Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

**CONTRACTOR:**

Todd A. Brauer, President/COO  
Whitehouse Group, Inc.  
100 W. Cypress Creek Rd, Suite 620  
Fort Lauderdale, Florida 33309

**7.9 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the BMPO, which shall be in BMPO's sole and absolute discretion. A list of all such subcontractors shall be included in the Offer. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Offer, a list of such subcontractors shall be provided to the BMPO, subject to BMPO's approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the

RFP and to provide and perform such services to BMPO's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.10 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against BMPO in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of BMPO in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.11 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.12 Materiality and Waiver of Breach.** BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this

Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.13 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.14 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.15 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.16 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.17 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.18 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.19 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document

incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.18 above.

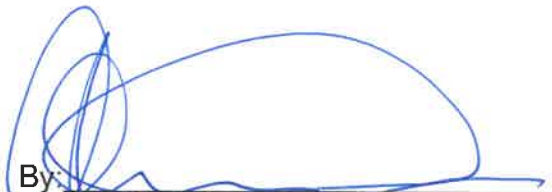
- 7.20 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.21 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.22 Multiple Originals.** This Agreement may be fully executed in TWO (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.23 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.24 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 Disadvantage Business Enterprise (DBE) Program.**

- 7.27.1** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 7.27.2** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from The BMPO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.
- 7.27.3** As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of contract goals. Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>.

The contractor must also immediately and regularly enter DBE commitments and payments into FDOT Equal Opportunity Compliance (EOC) system. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at [eoohelp@dot.state.fl.us](mailto:eoohelp@dot.state.fl.us).

**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, attested to and duly authorized to execute same, and Contractor, signing by and through its authorized representative, attested to and duly authorized to execute same.

**BMPO**

By:   
Gregory Stuart, Executive Director


This 10<sup>th</sup> day of MARCH 2022.

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By:   
~~Frank C. Ortis, Chair~~  
PATRUA GOOD, VICE CHAIR

This 10<sup>th</sup> day of MARCH 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.

**CONTRACTOR**

WITNESSES:

WHITEHOUSE GROUP, INC.,  
a Florida corporation

By: 

Print Name: KATHARINA REQUIER

By: 

Print Name: Todd A. Brauer

Title: President / COO

By: 

Print Name: Thomas Brandenstein

This day 8 of March, 2022.

**AGREEMENT FOR  
ADVANCING STRATEGIC INITIATIVES  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
And  
WHITEHOUSE GROUP, INC.**

**EXHIBITS LIST**

- 1) **Exhibit "A"** – RFP No. 22-02, Date Issued: January 11, 2022  
A full copy of this document is available for review upon request at the BMPO's Offices.
- 2) **Exhibit "B"** – CONTRACTOR's Offer/Offer, Dated February 8, 2022.
- 3) **Exhibit "C"** – Federal Contractual Provisions  
Exhibit "C-1" Federal Transit Administration Required Contractual Provisions  
Exhibit "C-2" Federal Highway Administration Required Contractual Provisions
- 4) **Appendix "A"** – BMPO Policy of Non Discrimination

**AGREEMENT FOR  
ADVANCING STRATEGIC INITIATIVES  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
And  
WHITEHOUSE GROUP, INC.**

**EXHIBIT "A"**

**Advancing Strategic Initiatives  
RFP No. 22-02**

**Date Issued: January 11, 2022**

**A FULL COPY OF RFP No. 22-02 IS AVAILABE FOR REVIEW AND INSPECTION  
UPON REQUEST AT THE BMPO OFFICE.**

**AGREEMENT FOR  
ADVANCING STRATEGIC INITIATIVES  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
And  
WHITEHOUSE GROUP, INC.**

**EXHIBIT "B"  
CONTRACTOR'S OFFER**

## SECTION 2: SPECIFIC TERMS AND CONDITIONS

### 2-1 OVERVIEW

The Broward Metropolitan Planning Organization (BMPO) will retain a consultant for one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract for services that will advance the strategic initiatives developed by the BMPO Board as documented within the Strategic Business Plan (adopted June 11, 2020). The contract will be for a period of three (3) years with two (2) one-year extensions, with deliverables assigned on an as-needed basis. The maximum amount of the contract will not exceed \$2,000,000.

The BMPO and consultant will together define deliverables and execute their completion through mutually agreed upon separate task work orders, which will include a scope of work, schedule and not to exceed compensation amount (lump-sum).

For pricing, the Offeror shall complete the attached Price Proposal Form (SECTION 18), identifying all persons and costs to be charged to the BMPO for those persons respective services. Pricing for each Task Work Order will be based on the rates in the Offeror's Price Proposal Form in the Successful Offeror's response.

Once signed by both parties, each task work order, together with a notice to proceed, will function as the authorization to commence and complete the agreed deliverables. A fully executed work order and subsequent notice to proceed will be required prior to any work being performed.

#### Scope of Services

Services provided by the consultant may encompass a wide range of transportation planning services with the possibility of several different types of deliverables with short completion schedules being assigned concurrently. Examples of the services may include but are not limited to:

- Audit the BMPO current plans, programs and structure to identify limitations in implementation and compliance; develop ongoing strategies to collect, collate and analyze data needed to address technical constraints; and implement expedited procedures to improve the BMPO's current plans, programs and structure and set a framework for the successful development of future products.
- Develop policies, procedures, and programs that will assist the BMPO in carrying out all elements of the Strategic Business Plan.
- Develop and implement educational programs designed to improve the operational capabilities of the BMPO and strengthen the BMPO Board's decision-making capacity.
- Support the BMPO in the development of new planning initiatives and leadership opportunities such as freight, economic growth, and the expansion of new technologies, to increase the awareness of the vision, mission, and products of the BMPO.

- Support the BMPO in greater regional and statewide collaborative efforts including, but not limited to, the South East Florida Transportation Council (SEFTC) and Metropolitan Planning Organization Advisory Council (MPOAC), to strengthen and expand the BMPO's strategic partnerships.
- Support the BMPO in the identification of opportunities and reduce barriers to advancing new services and products to increase the relevance of the BMPO.

### **Responsibilities of the BMPO**

The BMPO will be responsible for the following:

- The BMPO will provide a Project Manager who will be responsible for the day-to-day management of the contract, all issued task work orders, and processing consultant invoices for payment. The BMPO Project Manager will coordinate with the consultant's Project Manager on the preparation and execution of all task work orders.
- The BMPO will provide the consultant, prior to the execution of any task work order, a draft scope of work, including an itemized list of deliverables, a completion schedule, and total allowable cost for each.
- The BMPO will provide the consultant with suggested revisions and comments on all deliverables within 15 working days from the date that draft deliverables are received from the consultant.
- The BMPO will coordinate any public outreach efforts and public comments required to complete any deliverable.

### **Responsibilities of the Consultant**

The consultant will be responsible for the following:

- The consultant will provide a Project Manager who will be the primary point of contact for the BMPO Project Manager. The consultant's Project Manager will assist the BMPO's Project Manager in the preparation of each task work order. The consultant's Project Manager will meet with the BMPO's Project Manager on a regular basis and provide progress reports by task work order on a monthly basis or as needed.
- The consultant will provide the BMPO with an electronic copy of all draft deliverables for BMPO staff review within the required time schedule as specified in the task work orders and in accordance with all applicable federal and state laws, regulations, rules, procedures, and policies.
- The consultant will review and check all draft deliverables for accuracy, quality and consistency prior to review by BMPO staff as well as other relevant BMPO planning partners.
- The consultant will revise draft deliverables to reflect agreed-upon revisions and comments provided by BMPO staff within 15 working days of the date that the edits are approved to by both consultant and BMPO staff.
- The consultant will provide the BMPO all final deliverables in the formats and in the quantities as documented within each task work order.

## Special Comments

The services identified within the “Scope of Services” section are an outline of general activities that can be expected to be performed under the IDIQ contract. A more specific and deliverable-based scope of work will be provided within each individual work order issued pursuant to the Agreement. The BMPO shall request consultant services on an as-needed basis. There is no guarantee that any or all of the services described in the Scope of Services will be assigned during the term of the Agreement. The BMPO may, at its sole option, elect to have any or none of the services assigned.

## ADVANCING STRATEGIC INITIATIVES TASK WORK ORDER (TWO) No. 01 Strategic Business Plan Update

### Scope of Work

The Broward MPO (BMPO) has the need for a Task Work Order to support BMPO staff updating the Strategic Business Plan as documented within the current UPWP. This RFP has been issued for the purpose of selecting a consultant to act as an “on-call” contractor to perform the type and scope of work listed below as requested by the BMPO, from time to time.

The following work steps, organized by task, outline the scope of services and identify the participants' roles and responsibilities.

### Task 1: Board Outreach

- **The Consultant** will schedule and conduct one-on-one interviews with Board members to identify evolving, emerging, local issues that impact transportation choices and performance, identifying those best addressed at a regional level. **The BMPO Project Manager** will support the Consultant in organizing the individual interviews' dates, times, and locations. **The Consultant** will develop and submit for the BMPO Project Manager's review a list of potential questions and a guidebook for conducting the interviews. **The BMPO Project Manager** will provide the Consultant any recommended changes. **The Consultant** will finalize and submit to BMPO Project Manager the final questions and guidebook addressing the recommendations. **The Consultant** will conduct the interviews, document responses, and provide the BMPO Project Manager a summary of each discussion.
- **The Consultant** will conduct an online survey of Board members to prioritize new planning initiatives that align with the BMPO's vision and mission and consider those evolving, emerging issues impacting the regional transportation system. **The Consultant** will develop and submit instructions and a list of survey questions for the BMPO Project Manager's review. **The BMPO Project Manager** will provide the Consultant any recommended changes. The Consultant will address the recommendations, develop an online survey, and submit it to the BMPO Project Manager for distribution to the Board. **The BMPO Project Manager** will transmit the survey instrument to Board members and provide periodic reminders. **The**

**Consultant** will provide the BMPO Project Manager a summary of survey results two weeks after its publication.

- **The Consultant** will organize, facilitate, and participate in a Board Engagement Forum. The outcome of the Forum should be a consensus describing the efforts necessary to incorporate new initiatives into the BMPO workflow and a production schedule. **The BMPO Project Manager** will provide the Consultant with a list of available dates and times for the meeting, a physical location or virtual meeting space, and invite attendees. **The Consultant** will provide the BMPO Project Manager meeting minutes and a summary of the following steps needed to achieve the direction provided by the Board at the Engagement Forum.
- For the BMPO's Project Manager's review, **the Consultant** will develop and submit a draft *Board Engagement Report* that documents the analysis and evaluation of the one-on-one Board member interviews, the results of the Board survey, and the direction provided by the Board at the Engagement Forum. **The BMPO Project Manager** will provide the Consultant any recommended changes. **The Consultant** will finalize and submit to BMPO Project Manager the *Board Engagement Report* addressing the recommendations.

## **Task 2: Plans and Programs Audit**

- **The Consultant** will conduct one-on-one interviews with BMPO Executive Management Staff to identify the challenges and opportunities in implementing the new planning initiatives into the BMPO products as directed by the Board. **The BMPO Project Manager** will support the Consultant in organizing the individual interviews' dates, times, and locations. **The Consultant** will develop and submit for the BMPO Project Manager's review a list of potential questions and a guidebook for conducting the interviews. **The BMPO Project Manager** will provide the Consultant any recommended changes. **The Consultant** will finalize and submit to BMPO Project Manager the final questions and guidebook addressing the recommendations. **The Consultant** will conduct the interviews, document responses, and provide the BMPO Project Manager a summary of each discussion.
- **The Consultant** will develop and submit, for the BMPO's Project Manager's review, a draft *BMPO Plans and Programs Audit Report* that documents the analysis and evaluation of the one-on-one BMPO Executive Management Staff interviews and a decision-making structure. It will provide step-by-step instructions and a list of activities needed by BMPO staff to implement the new planning initiatives. **The BMPO Project Manager** will provide the Consultant any recommended changes. **The Consultant** will finalize and submit to BMPO Project Manager the *BMPO Plans and Programs Audit Report* addressing the recommendations.

## **Task 3: Strategic Business Plan Update**

- **The Consultant** will develop and submit, for the BMPO's Project Manager's review, a draft *BMPO Strategic Business Plan* that documents an updated adaptive and achievement framework to implement the new planning initiatives. **The BMPO Project Manager** will provide the Consultant any recommended changes. **The Consultant** will finalize and submit to BMPO Project Manager the *BMPO Strategic Business Plan* addressing the recommendations.

- **The Consultant** will develop and submit, for the BMPO's Project Manager's review, a draft *BMPO Strategic Business Plan Presentation*. **The BMPO Project Manager** will provide the Consultant any recommended changes. **The Consultant** will finalize and submit to BMPO Project Manager the *BMPO Strategic Business Plan Presentation* addressing the recommendations.

**Deliverables:**

- Task 1: BMPO Board Engagement Report (electronic copies in native and Adobe formats) containing an analysis and evaluation of the results of the one-on-one Board member interviews and the Board survey and the direction provided by the Board at the Engagement Forum. This Task deliverable will be due two (2) months from the Notice to Proceed.
- Task 2: BMPO Plans and Programs Audit Report (electronic copies in native and Adobe formats) containing an analysis and evaluation of the results of the one-on-one interviews with BMPO Executive Management Staff members and a decision-making structure to address the challenges and opportunities identified by staff in implementing the new planning initiatives. This Task deliverable will be due four (4) months from the Notice to Proceed.
- Task 3: BMPO Strategic Business Plan Report (electronic copies in native and Adobe formats) containing an updated adaptive achievement framework. This Task deliverable will be due five (5) months from the Notice to Proceed.
- Task 4: BMPO Strategic Business Plan Presentation (electronic copies in native PowerPoint format) containing an overview of the process, a summary of findings, and an introduction to the updated adaptive achievement framework. This Task deliverable will be due six (6) months from the Notice to Proceed.

**Schedule**

Total duration of this Strategic Initiative Task Work Order Scope of Work will be completed no later than eight (8) months from the Notice to Proceed.

## SECTION 18: PRICE PROPOSAL FORM

Offerors are to include hourly rates for all classifications of employees that will be working on this contract. Examples of classifications may include descriptions such as Principal, Project Manager, Support Staff, Graphics/IT, etc.

Pursuant to Section 2-1, pricing for each Task Work Order will be negotiated based on the rates provided on this form in the Successful Offeror's response.

The RFP total price evaluation will be based on the Offeror's firm fixed price amount for providing all Work under Task Work Order (TWO) No. 1, utilizing the rates of proposed personnel provided on this form.

<b>Whitehouse Group</b>						
<b>Classification</b>	Principal	Senior Planner	Associate Planner	Specialist	Admin	<b>Task Hours Total</b>
<b>Hourly Rate</b>	<b><u>\$282.12</u></b>	<b><u>\$125.11</u></b>	<b><u>\$84.04</u></b>	<b><u>\$106.97</u></b>	<b><u>\$100.40</u></b>	
Task 1 Hours	<u>40 hrs</u>	<u>8 hrs</u>	<u>0 hrs</u>	<u>0 hrs</u>	<u>24 hrs</u>	<u>72 hrs</u>
Task 2 Hours	<u>24 hrs</u>	<u>40 hrs</u>	<u>80 hrs</u>	<u>8 hrs</u>	<u>0 hrs</u>	<u>152 hrs</u>
Task 3 Hours	<u>16 hrs</u>	<u>24 hrs</u>	<u>40 hrs</u>	<u>24 hrs</u>	<u>0 hrs</u>	<u>104 hrs</u>
<b>Total Hours</b>	<b><u>80 hrs</u></b>	<b><u>72 hrs</u></b>	<b><u>120 hrs</u></b>	<b><u>32 hrs</u></b>	<b><u>24 hrs</u></b>	<b><u>328 hrs</u></b>
<b>Subtotal Fee</b>	<b><u>\$22,569.60</u></b>	<b><u>\$9,007.92</u></b>	<b><u>\$10,084.80</u></b>	<b><u>\$3,423.04</u></b>	<b><u>\$2,402.40</u></b>	
<b>Total Fee</b>						<b>\$47,487.76</b>

<b>Rockland Planning</b>						
<b>Classification</b>	Principal	Project Manager	Senior Planner	Planner		<b>Task Hours Total</b>
<b>Hourly Rate</b>	<b><u>\$190.34</u></b>	<b><u>\$178.45</u></b>	<b><u>\$166.55</u></b>	<b><u>\$47.59</u></b>		
Task 1 Hours	<u>0 hrs</u>	<u>24 hrs</u>	<u>0 hrs</u>	<u>0 hrs</u>		<u>24 hrs</u>
Task 2 Hours	<u>0 hrs</u>	<u>16 hrs</u>	<u>0 hrs</u>	<u>0 hrs</u>		<u>16 hrs</u>
Task 3 Hours	<u>0 hrs</u>	<u>40 hrs</u>	<u>0 hrs</u>	<u>0 hrs</u>		<u>40 hrs</u>
<b>Total Hours</b>	<b><u>0 hrs</u></b>	<b><u>80 hrs</u></b>	<b><u>0 hrs</u></b>	<b><u>0 hrs</u></b>		<b><u>80 hrs</u></b>
<b>Subtotal Fee</b>	<b><u>\$0.00</u></b>	<b><u>\$14,276.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>		
<b>Total Fee</b>						<b>\$14,276.00</b>

<b>Media Relations Group (MRG)</b>						
<b>Classification</b>	Principal	Senior PIO	Senior Designer	Designer		<b>Task Hours Total</b>
<b>Hourly Rate</b>	<b><u>\$294.19</u></b>	<b><u>\$113.88</u></b>	<b><u>\$83.93</u></b>	<b><u>\$58.84</u></b>		
Task 1 Hours	<u>16 hrs</u>	<u>0 hrs</u>	<u>16 hrs</u>	<u>8 hrs</u>		<u>40 hrs</u>
Task 2 Hours	<u>16 hrs</u>	<u>0 hrs</u>	<u>0 hrs</u>	<u>0 hrs</u>		<u>16 hrs</u>
Task 3 Hours	<u>24 hrs</u>	<u>0 hrs</u>	<u>40 hrs</u>	<u>40 hrs</u>		<u>104 hrs</u>
<b>Total Hours</b>	<b><u>56 hrs</u></b>	<b><u>0 hrs</u></b>	<b><u>56 hrs</u></b>	<b><u>48 hrs</u></b>		<b><u>160 hrs</u></b>
<b>Subtotal Fee</b>	<b><u>\$16,474.64</u></b>	<b><u>\$0.00</u></b>	<b><u>\$4,700.08</u></b>	<b><u>\$2,824.32</u></b>		
<b>Total Fee</b>						<b>\$23,999.04</b>

Wordsworth Communication			
<b>Classification</b>	Principal		<b>Task Hours</b>
<b>Hourly Rate</b>	<b>\$104.28</b>		<b>Total</b>
Task 1 Hours	8 hrs		8 hrs
Task 2 Hours	16 hrs		16 hrs
Task 3 Hours	24 hrs		24 hrs
<b>Total Hours</b>	<b>48 hrs</b>		<b>48 hrs</b>
<b>Subtotal Fee</b>	<b>\$5,005.44</b>		
<b>Total Fee</b>			<b>\$5,005.44</b>

Local Public Agency Solutions			
<b>Classification</b>	Principal	Project Manager	<b>Task Hours</b>
<b>Hourly Rate</b>	<b>\$140.00</b>	<b>\$125.00</b>	<b>Total</b>
Task 1 Hours	0 hrs	0 hrs	0 hrs
Task 2 Hours	0 hrs	0 hrs	0 hrs
Task 3 Hours	0 hrs	0 hrs	0 hrs
<b>Total Hours</b>	<b>0 hrs</b>	<b>0 hrs</b>	<b>0 hrs</b>
<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Total Fee</b>			<b>\$0.00</b>

Patel, Greene and Associates (PGA)					
<b>Classification</b>	Senior Planner	Outreach Specialist	Graphic Designer		<b>Task Hours</b>
<b>Hourly Rate</b>	<b>\$186.73</b>	<b>\$137.75</b>	<b>\$84.18</b>		<b>Total</b>
Task 1 Hours	0 hrs	0 hrs	0 hrs		0 hrs
Task 2 Hours	0 hrs	0 hrs	0 hrs		0 hrs
Task 3 Hours	0 hrs	0 hrs	0 hrs		0 hrs
<b>Total Hours</b>	<b>0 hrs</b>	<b>0 hrs</b>	<b>0 hrs</b>		<b>0 hrs</b>
<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>Total Fee</b>					<b>\$0.00</b>

Insight Transportation Consultanting					
<b>Classification</b>	Transit Expert	Data Expert			<b>Task Hours</b>
<b>Hourly Rate</b>	<b>\$293.37</b>	<b>\$241.54</b>			<b>Total</b>
Task 1 Hours	0 hrs	0 hrs			0 hrs
Task 2 Hours	0 hrs	0 hrs			0 hrs
Task 3 Hours	0 hrs	0 hrs			0 hrs
<b>Total Hours</b>	<b>0 hrs</b>	<b>0 hrs</b>			<b>0 hrs</b>
<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>			
<b>Total Fee</b>					<b>\$0.00</b>

Add additional sheets if necessary.

**TOTAL FIRM FIXED PRICE AMOUNT  
(PRIME CONSULTANT TOTAL FEE + ALL SUBCONSULTANTS TOTAL FEES):**

**\$90,768.24**

\_\_\_\_\_  
Type/Write Dollar Amount Above

**AGREEMENT FOR  
ADVANCING STRATEGIC INITIATIVES  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
And  
WHITEHOUSE GROUP, INC.**

**Federal Contractual Provisions**

**EXHIBIT C-1  
FEDERAL TRANSIT ADMINISTRATION REQUIRED  
CONTRACTUAL PROVISIONS**

UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)

# Federal Transit Administration (FTA)

EXHIBIT C-1

FUNDING SUPPLEMENT

FEDERALLY FUNDED  
FORMAL PROCUREMENTS (>\$150,000)

10/28/2021 Rev. 1



**Broward Metropolitan Planning Organization  
(BMPO)  
TRADE CENTER SOUTH  
100 WEST CYPRESS CREEK ROAD, SUITE 650  
FORT LAUDERDALE, FL 33309**

# APPLICABLE PROVISIONS & CERTIFICATION FORMS

## PROVISIONS

= Applicable to this solicitation and/or purchase

1.	<input checked="" type="checkbox"/> NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES .....	4
2.	<input checked="" type="checkbox"/> FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD .....	4
3.	<input checked="" type="checkbox"/> ACCESS TO THIRD PARTY CONTRACT RECORDS .....	4
4.	<input checked="" type="checkbox"/> CHANGES TO FEDERAL REQUIREMENTS .....	5
5.	<input checked="" type="checkbox"/> CIVIL RIGHTS (TITLE VI, ADA, EEO).....	5
6.	<input checked="" type="checkbox"/> DISADVANTAGED BUSINESS ENTERPRISES (DBEs) .....	6
7.	<input checked="" type="checkbox"/> INCORPORATION OF FTA TERMS .....	7
8.	<input checked="" type="checkbox"/> TERMINATION .....	7
9.	<input checked="" type="checkbox"/> DEBARMENT AND SUSPENSION .....	7
10.	<input type="checkbox"/> BUYAMERICA .....	8
11.	<input checked="" type="checkbox"/> RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION .....	8
12.	<input checked="" type="checkbox"/> LOBBYING .....	8
13.	<input checked="" type="checkbox"/> CLEAN AIR.....	9
14.	<input checked="" type="checkbox"/> CLEAN WATER .....	9
15.	<input type="checkbox"/> CARGO PREFERENCE .....	9
16.	<input checked="" type="checkbox"/> FLY AMERICA .....	10
17.	<input type="checkbox"/> VETERANS EMPLOYMENT .....	10
18.	<input type="checkbox"/> FTA - CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT .....	10
19.	<input type="checkbox"/> CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT .....	16
20.	<input type="checkbox"/> CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT .....	16
21.	<input type="checkbox"/> BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$150,000 .....	17
22.	<input checked="" type="checkbox"/> SEISMIC SAFETY .....	17
23.	<input type="checkbox"/> NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT.....	17
24.	<input type="checkbox"/> TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS.....	18
25.	<input type="checkbox"/> CHARTER SERVICE OPERATIONS .....	19
26.	<input type="checkbox"/> SCHOOL BUS OPERATIONS .....	19
27.	<input type="checkbox"/> DRUG USE AND TESTING.....	19
28.	<input type="checkbox"/> ALCOHOL MISUSE AND TESTING.....	20
29.	<input checked="" type="checkbox"/> PATENT AND RIGHTS IN DATA .....	20
30.	<input type="checkbox"/> SPECIAL NOTIFICATION REQUIREMENT FOR STATES.....	20
31.	<input checked="" type="checkbox"/> ENERGY CONSERVATION .....	20
32.	<input checked="" type="checkbox"/> RECYCLED PRODUCTS .....	20
33.	<input checked="" type="checkbox"/> CONFORMANCE WITH NATIONAL ITS ARCHITECTURE.....	21
34.	<input checked="" type="checkbox"/> ADA ACCESS.....	21
35.	<input type="checkbox"/> BUS TESTING.....	21
36.	<input type="checkbox"/> PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.....	22
37.	<input type="checkbox"/> TVM CERTIFICATION.....	22

Reserved

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## **Provisions 1 through 7 apply to ALL CONTRACTS**

### **1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

A. BMPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to BMPO, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **2. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD**

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution or performance of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3. ACCESS TO THIRD PARTY CONTRACT RECORDS**

A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to BMPO, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times, to any books, documents, papers and records of Contractor, which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to Contractor's records and sites pertaining to a major

capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

B. The Contractor shall maintain and BMPO shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

D. "Access to Records and Reports" applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

#### **4. CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or by reference in the current Master Agreement between BMPO and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either BMPO or FTA for a copy of the current FTA Master Agreement.

#### **5. CIVIL RIGHTS (TITLE VI, ADA, EEO)**

The following requirements apply to the underlying Contract:

A. Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **6. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%.

B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as BMPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Contractor is required to pay its subcontractors performing Work related to this Contract for satisfactory performance of that Work no later than 30 days after the Contractor's receipt of payment for that Work from BMPO. In addition, the Contractor shall return any retainage payments to subcontractors within 30 days after incremental acceptance of the subcontractor's Work by BMPO and Contractor's receipt of the partial retainage payment related to the subcontractor's Work.

D. The Contractor must promptly notify BMPO, whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of Work. The contractor may not terminate any DBE subcontractor and perform that Work through its own forces or those of an affiliate without prior written consent of BMPO.

E. BMPO sets an annual overall goal for the participation of DBEs. This Contract contains a minimum level of DBE participation, and is awarded in reliance upon the Contractor's representations that it can attain such DBE participation levels in addition to all other of Contractor's representations, certifications and submittals as required by this Contract.

The Contractor shall cooperate with BMPO with regard to maximum utilization of DBEs and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Contractor shall assist BMPO in verifying compliance with the DBE requirements of this Contract, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment. Upon Contract completion, the Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to BMPO's Administrative Compliance Officer.

## 7. INCORPORATION OF FTA TERMS

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

### **Provision 8 applies to AWARDS EXCEEDING \$10,000**

## 8. TERMINATION

Refer to BMPO's Agreement provisions.

### **Provision 9 applies to AWARDS EXCEEDING \$25,000**

## 9. DEBARMENT AND SUSPENSION

A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

B. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact relied upon by BMPO. If it is later determined by BMPO that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to BMPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

2. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Provisions 10 through 11 apply to  
AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD  
(\$150,000)**

**10. BUY AMERICA**  
*(For, Rolling Stock, Construction and Materials/Supplies)*

The Buy America requirements apply to all contracts for construction, the acquisition of goods, or the acquisition of rolling stock that are valued at more than \$150,000.

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

**11. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

Refer to BMPO's General Terms and Conditions.

**Provisions 12 through 14 apply to  
AWARDS EXCEEDING \$150,000 BY STATUTE**

**12. LOBBYING**

Contractors and all subcontractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

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Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to BMPO. Contractor should contact BMPO for the appropriate certification or retrieve a copy from the FTA Best Practices Manual at <http://www.fta.dot.gov/library/admin/BPPM/>.

### 13. CLEAN AIR

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to BMPO and understands and agrees that BMPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### 14. CLEAN WATER

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to BMPO and understands and agrees that BMPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## **Provisions 15 and 16 apply to the TRANSPORT OF PROPERTY OR PERSONS**

### 15. CARGO PREFERENCE

*(For, Rolling Stock, Construction and Materials/Supplies)*

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding

paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to BMPO (through the Contractor in the case of a subcontractor's bill-of-lading);

3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **16. FLY AMERICA**

In the performance of Contracts that utilize FTA participation in the cost of international air transportation, Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S.-Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **Provisions 17 through 22 apply to CONSTRUCTION ACTIVITIES**

## **17. VETERANS EMPLOYMENT. As provided by 49 U.S.C. § 5325(k): (All Construction Awards)**

A. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

B. Contractor also assures that its subcontractors:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **18. FTA - CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS-BACON ACT (Awards that exceed \$2,000)**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be  
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paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an

authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The BMPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the BMPO may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the BMPO for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and

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Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland "Anti-Kickback" Act requirements - The contractor shall comply with the requirements of Section 1 of the Act, as amended, 18 U.S.C. § 874; Section 2 of the Act, as amended, 18 U.S.C. § 3145; and U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**19. CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT**  
**(For Construction Contracts that exceed \$150,000)**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The BMPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**20. CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT**

Compliance with Copeland "Anti-Kickback" Act ("Act") requirements - The contractor shall comply with the following requirements:

(a) Section 1 of the Act, as amended, 18 U.S.C. § 874, applies to all Contracts:

(i) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part

of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both;

(b) Section 2 of the Act, as amended, 18 U.S.C. § 3145, applies to construction and repair Contracts exceeding \$2,000:

(i) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

(ii) Application — The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001; and

(c) U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3, which are incorporated by reference in this contract.

(d) For additional requirements of the Act not specified in this Article, see preceding Article FTA 17 – Construction Employee Protections – Davis Bacon Act.

**21. BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$150,000 Bid Bond Requirements  
(For Construction)**

Refer to BMPO's General Terms and Conditions

**22. SEISMIC SAFETY**

If this Contract for professional services involves the design of a new building or addition to an existing building, the Contractor agrees that any such new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**Provision 23 applies to NONCONSTRUCTION ACTIVITIES**

**23. NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT  
(For all turnkey, rolling stock and operational contracts {except transportation services contracts and open market contracts} exceeding \$150,000.)**

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 CFR Part 5.

## **Provisions 24 through 28 apply to TRANSIT OPERATIONS**

### **24. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C.

§ 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

## **25. CHARTER SERVICE OPERATIONS**

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

## **26. SCHOOL BUS OPERATIONS**

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

## **27. DRUG USE AND TESTING**

The Contractor agrees to establish and implement a drug testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the BMPO, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the BMPO. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## 28. ALCOHOL MISUSE AND TESTING

The Contractor agrees to establish and implement an alcohol testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the BMPO. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **Provision 29 applies to RESEARCH, DEVELOPMENT, DEMONSTRATION, DEPLOYMENT AND SPECIAL STUDIES**

## 29. PATENT AND RIGHTS IN DATA

Refer to BMPO's Agreement provisions.

### **Provision 30 applies ONLY to States and Organizations that are being funded directly by the State with FTA grant funds.**

## 30. SPECIAL NOTIFICATION REQUIREMENT FOR STATES

(Per FTA guidance dated July 2011: "The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub-grantees, lessees, or third party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States." Therefore this clause does not apply to BMPO Contracts.)

The Federal Transit Administration ("FTA") is the Federal agency that is providing the Federal assistance for this Contract. The Catalog of Federal Domestic Assistance Number is \_\_\_\_\_, for the amount of \$\_\_\_\_.

### **MISCELLANEOUS SPECIAL REQUIREMENTS**

## 31. ENERGY CONSERVATION - (Applies to all Contracts)

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

## 32. RECYCLED PRODUCTS - (Contracts greater than \$10,000 per year of Items Designated by EPA)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (10/28/21 Rev. 1)

Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **33. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE - (Contracts & Solicitations for ITS Projects)**

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### **34. ADA ACCESS - (Contracts for Rolling Stock or Facilities Construction/Renovation)**

A. BMPO must comply with: 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

B. All deliverable items provided by the Contractor for BMPO under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

### **Provisions 35 through 37 apply to ROLLING STOCK PROCUREMENTS**

### **35. BUS TESTING**

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer

shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

### **36. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

### **37. TVM CERTIFICATION**

The Transit Vehicle Manufacturer (TVM) shall provide BMPO with a certificate that complies with 49 CFR Part 26.49 stating that the TVM has complied with FTA's DBE requirements. The TVM shall also provide BMPO with the most current letter from the FTA approving the TVM's DBE goal/methodology and eligibility to participate in the FTA DBE program as a TVM in accordance with 49 CFR Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 CFR Part 26.49 and in addition submit to BMPO a copy of the documents submitted to FTA for approval. These documents shall be submitted with the solicitation response or the TVM's submittal may be deemed non-responsive.

**AGREEMENT FOR  
ADVANCING STRATEGIC INITIATIVES  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
And  
WHITEHOUSE GROUP, INC.**

**Federal Contractual Provisions**

**EXHIBIT C-2**

**FEDERAL HIGHWAY ADMINISTRATION REQUIRED  
CONTRACTUAL PROVISIONS**

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Highway Administration (FHWA). Consequentially, the following FHWA and Federally-mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section. Italicized language indicates clauses, which require drafting specific to each agreement's needs.

**1) Contract Provisions 2 C.F.R. §200. 326**

The Purchaser's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**2) Buy America Requirements 23 USC 313; 23 CFR 635.410**

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

**3) USDOT Disadvantaged Business Enterprise (DBE) Program Requirements 49 CFR Part 26**

a) As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business

Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of contract goals. Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>

- b) All bidders must use the FDOT Equal Opportunity Compliance (EOC) system to enter required information, including a Bidders Opportunity List . The selected contractor or consultant must also immediately and regularly enter DBE commitments and payments into EOC. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at [ooohelp@dot.state.fl.us](mailto:ooohelp@dot.state.fl.us).
- c) Bidders, contractors/consultants, sub-recipients, or subcontractor/consultants may not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder contractor/subcontract, sub-recipient, or subcontractor/consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FHWA and/or FTA-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deem appropriate.

**4) FHWA Non-Collusion Statement 23 USC 112(c); 23 CFR 635.112(f)**

EACH BIDDER SHALL FILE A STATEMENT EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE BID CERTIFYING THAT SUCH PERSON, FIRM, ASSOCIATION, OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION, IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMITTED BID. FAILURE TO SUBMIT THE EXECUTED STATEMENT AS PART OF THE BIDDING DOCUMENTS WILL MAKE THE BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

**5) Sanctions and Penalties for Breach of Contract 2 CFR Part 200, Appendix II(A)**

*[All contracts in excess of \$150,000 shall contain provisions or conditions which will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.]*

**6) Termination for Cause and Convenience 2 C.F.R. Part 200, Appendix II, ¶ B**

*[All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement].*

**7) Rights to Inventions Made Under a Contract or Agreement 2 C.F.R. Part 200, Appendix II, ¶ F**

- a) If the FHWA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FHWA. 2 C.F.R. Part 200, Appendix II, ¶ F.
- b) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**8) Energy Efficiency 42 USC 6201; 2 CFR Part 200 Appendix II (H)**

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Florida Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**9) Procurement of Recovered Materials 2 CFR Part 200 Appendix II (K), 2 CFR 200.322; 40 CFR Part 247**

- a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired -
  - i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii) Meeting contract performance requirements; or

- iii) At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT FOR  
ADVANCING STRATEGIC INITIATIVES  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
And  
WHITEHOUSE GROUP, INC.**

**APPENDIX "A"  
(AS REFERENCED IN PARAGRAPH 7.4)**

**NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been

acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).”

# Task Work Order No. 17

## As-needed Support Services

### SUMMARIES

#### Agreement Information and Budget Status Approved Task Work Orders

**Name:** Advancing Strategic Initiatives No. 02

**RFP Number:** 22-02

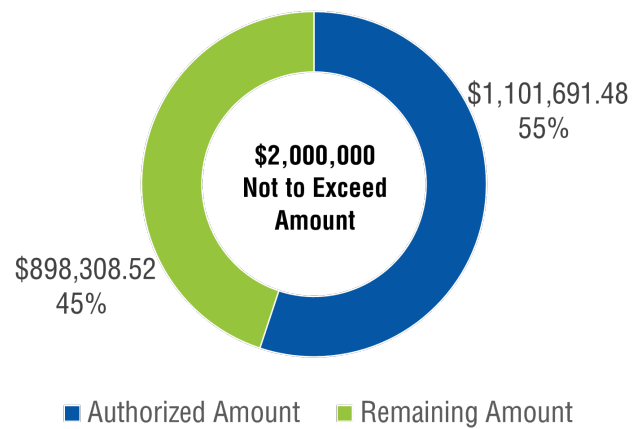
**Start Date:** 03/10/2022

**End Date:** 03/31/2027

**Not to Exceed Amount:** \$2,000,000.00

**Total Amount of Approved Task Work Orders:** \$1,101,691.48

**Remaining Amount:** \$898,308.52



#### Task Work Order Information and Agreement Status after Authorization

**Date:** 01/28/2025

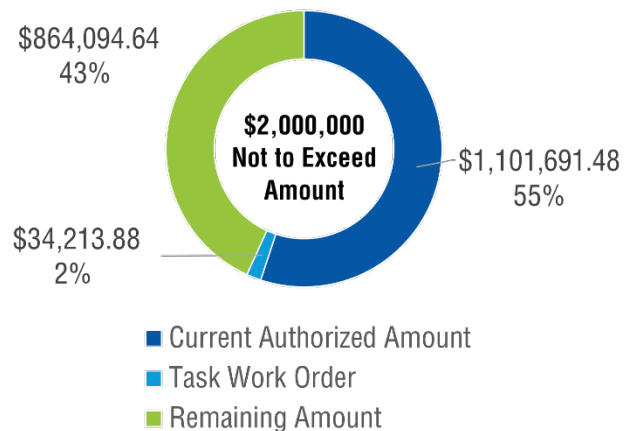
**Number:** 17

**Name:** As-needed Support Services

**Amount:** \$34,213.88

**Total Amount of Approved Task Work Orders:** \$1,135,905.36

**Remaining Agreement Amount Upon Approval:** \$864,094.64



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# COVER SHEET

**Agreement Name:** Advancing Strategic Initiatives No. 02  
**RFP Number:** 22-02  
**MPO Agreement Manager:** Carl Ema  
**Consultant Agreement Manager:** Todd Brauer  
**Task Work Order Name:** As-needed Support Services  
**Task Work Order Number:** 17  
**MPO Task Manager:** Greg Stuart  
**Consultant Task Manager:** Todd Brauer

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**Strategic  
Direction:**

- Improve Mission Achievement
  - Strengthen Efficient Decision-making
  - Effective Administration / Organization Efficiency
  - Increase Value to the MPO's Membership
  - Provide Greater Contribution to the Community
- 

**Subconsultant Utilization:**

- Insight Transportation Consultants\*
- Local Public Agency Solutions\*
- Media Relations Group\*
- Patel, Greene and Associates\*
- Rockland Planning\*
- Wordsworth Communications\*

\*DBE-certified Firm

**Rationale and  
General Approach**

The MPO Executive Director is seeking support services on an as-needed basis in order to respond quickly and efficiently to various MPO Board Member requests as well as support and feedback on proposed operational / administrative enhancements to the MPO as it continues to grow.

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## TASK WORK ORDER DETAIL

**Subtask Number:** 01  
**Subtask Name:** SUPPORT FOR MPO BOARD MEMBER REQUESTS

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**Consultant Team Responsibilities:** The Consultant Team shall be available to the MPO Executive Director to respond to a variety of MPO Board Member requests in a timely manner and with the appropriate amount of backup material depending on the request received. The Consultant Team will respond to requests until the budget is exhausted.

---

**MPO Staff Responsibilities:** MPO staff shall perform the following to support the Consultant Team.

1. Review and comment on draft deliverables.
2. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for draft deliverables.

---

**Deliverable(s):** *Timely Responses to MPO Board Member Requests, Including any Required Backup Materials (Until the Budget is Exhausted)*

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**Due Date:** June 30, 2026

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**Subtask Number:** 02  
**Subtask Name:** OPERATIONAL SUPPORT

---

**Consultant Team Responsibilities:** The Consultant Team shall be available to the MPO Executive Director to review and provide feedback on various techniques and strategies being considered to address impacts to the operation of the MPO resulting from the continued growth of the MPO and the potential organizational changes necessary to support this growth. The Consultant Team will provide feedback until the budget is exhausted.

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**MPO Staff Responsibilities:** MPO staff shall perform the following to support the Consultant Team.

1. Review and comment on draft deliverables.
2. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for draft deliverables.

---

**Deliverable(s):** *Comments, Notes, and Suggested Revisions in Advance of Proposed Organizational / Administrative Changes (Until the Budget is Exhausted)*

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**Due Date:** June 30, 2026

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## Deliverable Schedule and Cost Summary

Subtask Number	Description	Deliverable(s)	Due Date	Costs		
				Labor	Directs	Totals
01	Support for MPO Board Requests	Timely Responses and, if necessary, backup materials	June 30, 2026	\$17,702.68	\$0.00	<b>\$17,702.68</b>
02	Operational Support	Comments, Notes, Revisions of Proposed Organizational Changes	June 30, 2026	\$16,511.20	\$0.00	<b>\$16,511.20</b>
<b>Totals</b>				<b>\$34,213.88</b>	<b>\$0.00</b>	<b>\$34,213.88</b>

## Cost Breakdown by Firm

Consultant Firm	Costs		
	Labor	Directs	Totals
Whitehouse Group	\$33,272.00	\$0.00	<b>\$33,272.00</b>
Insight Transportation Consulting*	\$0.00	\$0.00	<b>\$0.00</b>
Local Public Agency Solutions*	\$0.00	\$0.00	<b>\$0.00</b>
Media Relations Group*	\$499.36	\$0.00	<b>\$499.36</b>
Patel, Greene and Associates*	\$0.00	\$0.00	<b>\$0.00</b>
Rockland Planning*	\$0.00	\$0.00	<b>\$0.00</b>
Wordsworth Communications*	\$442.52	\$0.00	<b>\$442.52</b>
<b>Totals</b>	<b>\$34,213.88</b>	<b>\$0.00</b>	<b>\$34,213.88</b>

\*DBE-certified Firm

**Planned DBE Participation 2.8%**

## ADDITIONAL INFORMATION

### Roles and Responsibilities

#### CONSULTANT TEAM

Task Work Order Role	Responsible Consultant Team Member
Contract Compliance and Monitoring	Todd Brauer
Task Manager	Todd Brauer
Research and Analysis	Todd Brauer and Wade White
Document Development	Todd Brauer, Amy Vargas, Vanessa Salinas, and Julia Johnson
Quality Control (QC)	Amy Vargas and Julia Johnson
Quality Assurance (QA)	Wade White and Amy Vargas
Submission of Deliverables	Todd Brauer

#### MPO STAFF

Task Work Order Role	Responsible MPO Staff Member
Contract Compliance and Monitoring	Carl Ema
Task Manager	Greg Stuart
Assistance and Support to the Consultant Team	Bryan Caletka, Renee Cross, Carl Ema
Reviewers of Deliverables	Greg Stuart and Bryan Caletka
Reception / Approval of Deliverables	Greg Stuart

### Deliverable Review Period

Draft deliverables (comments, notes, backup materials, etc.) will be provided to the MPO Task Manager for one (1) set of comments before it is finalized. MPO staff have one (1) week to review and provide comments and suggested edits upon receipt of the draft deliverable. The MPO Task Manager will consolidate and reconcile comments and suggested edits from other MPO staff for each draft deliverable. The Consultant Task Manager will provide finalized deliverables one (1) week after the MPO Task Manager provides comments and suggested edits.

## EXECUTION SHEET

**TASK WORK ORDER No. 17 - BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND WHITEHOUSE GROUP INC. FOR THE ADVANCING STRATEGIC INITIATIVES No. 02 AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Work Order on the respective dates under each signature. This Task Work Order when completed with all signatures is the authorization to proceed.

**Broward Metropolitan Planning Organization**

**Whitehouse Group Inc.**

BY: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**REQUESTED ACTION:**

**MOTION TO APPROVE a Resolution of the Broward Metropolitan Planning Organization Authorizing the Broward Metropolitan Planning Organization to File Applications With the Federal Transit Administration, an Operating Administration Of The United States Department Of Transportation, for Federal Transportation Assistance as Authorized by 49 U.S.C. Chapter 53; Title 23, United States Code, or Other Federal Statutes Administered by the Federal Transit Administration; Providing for an Effective Date**

**WHAT THIS ACTION ACCOMPLISHES:**

Approval of this item will allow the MPO's Executive Director to file applications for Federal transportation assistance on behalf of the Broward MPO with the Federal Transit Administration (FTA).

**SUMMARY EXPLANATION/BACKGROUND:**

The Federal Transit Administration (FTA) recently conducted a comprehensive evaluation of all grantees, identifying that the Broward MPO does not have its Opinion of Legal Counsel Letter and Authorizing Resolution on file. To rectify this, the MPO must upload both documents to FTA's Transit Award Management System by March 4, 2025. Failure to comply could adversely affect the MPO's ability to apply for grants after March 5, 2025.

Resolution No. 2025-01 (Attachment 1) permits the MPO's Executive Director to apply for Federal transportation funds from the FTA, which includes funds for projects under specific U.S. laws like 49 U.S.C. Chapter 53. The FTA provides these funds for transportation projects, and the MPO must meet specific requirements, including, but not limited to, providing transportation development credits or local funding for projects. The Resolution also confirms that the MPO will submit annual reports to the FTA. If needed, it clarifies the MPO's status for certain program assistance as specified in 49 U.S.C. 5307.

The Opinion of Legal Counsel Letter (Attachment 2) provides a legal affirmation that the Broward MPO has the necessary authority to apply for and administer Federal transportation assistance under applicable laws. It confirms that there are no legal barriers or pending litigation that could impede the application or execution of transportation projects. This letter serves as a required legal certification for submission to the FTA, ensuring compliance with Federal funding requirements.

For the proposed Authorizing Resolution, please see Attachment 1. For the Opinion of Legal Counsel Letter, please see Attachment 2.

**MPO STAFF RECOMMENDATION(S):**

MPO staff recommends approval of the proposed Resolution No. 2025-01.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Andrew Riddle at (954) 876-0067 or [riddlea@browardmpo.org](mailto:riddlea@browardmpo.org).

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**Attachments**

1. Resolution No. 2025-01
  2. Opinion of Legal Counsel Letter
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# **BROWARD METROPOLITAN PLANNING ORGANIZATION**

## **RESOLUTION NO. 2025-01**

**A RESOLUTION OF THE BROWARD METROPOLITAN PLANNING ORGANIZATION AUTHORIZING THE BROWARD METROPOLITAN PLANNING ORGANIZATION TO FILE APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AS AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Broward Metropolitan Planning Organization (“BMPO”) is authorized by 49 U.S.C. 5303 and Section 339.175, Florida Statutes, to provide and assist transportation within the Transportation Management Area of the Miami Urbanized Area; and

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance from the Federal Transit Administration (“FTA”) for transportation projects; and

WHEREAS, the grant or cooperative agreement to be entered into between the BMPO and the FTA for federal financial assistance will impose certain obligations upon the BMPO, and may require the BMPO to provide the local share of the project cost; and

WHEREAS, pursuant to applicable federal law, the BMPO has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project(s).

**NOW, THEREFORE, BE IT RESOLVED BY THE BROWARD METROPOLITAN PLANNING ORGANIZATION, AS FOLLOWS:**

**Section 1.** That the Executive Director of the Broward Metropolitan Planning Organization (“BMPO”) is authorized to execute and file an application for federal assistance on behalf of the BMPO with the Federal Transit Administration (“FTA”) for federal assistance as authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the FTA. The BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the FTA.

**Section 2.** That the BMPO’s Executive Director is authorized to execute and file with the BMPO’s applications the annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreement.

**Section 3.** That the BMPO’s Executive Director is authorized to execute grant and cooperative agreements with the FTA on behalf of the BMPO.

**Section 4.** That this Resolution shall become effective upon adoption.

**CERTIFICATION**

The undersigned duly qualified Chair, acting on behalf of the Broward Metropolitan Planning Organization (BMPO), certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Governing Board of the Broward Metropolitan Planning Organization held on February 13, 2025.

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By \_\_\_\_\_

Yvette Colbourne, Chair

\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_

Gregory Stuart, Executive Director  
\_\_\_\_ day of \_\_\_\_\_, 2025

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 PL



ALAN L. GABRIEL, PARTNER  
agabriel@wsh-law.com

January 28, 2025

Mr. Gregory Stuart, Executive Director  
Broward Metropolitan Planning Organization  
100 West Cypress Creek Road,  
6th Floor, Suite 650  
Fort Lauderdale, FL 33309-2181

RE: Transportation Projects to be Funded by the Federal Transit Administration

Dear Mr. Stuart:

This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration, United States Department of Transportation, in connection with the application of the Broward Metropolitan Planning Organization for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code; and other federal statutes authorizing activities administered by the Federal Transit Administration. The Broward Metropolitan Planning Organization is a Direct Recipient in the Miami Urbanized Area of federal assistance from the Federal Transit Administration.

Citations to laws, regulations, etc. establishing the legal authority of the Broward Metropolitan Planning Organization to carry out transportation projects for which federal assistance is sought is set forth below:

1. The Broward Metropolitan Planning Organization is authorized by 49 U.S.C. 5303 and Section 339.175, Florida Statutes, to provide and assist transportation within the Transportation Management Area of the Miami Urbanized Area.
  2. The authority of the Broward Metropolitan Planning Organization to provide funds for the local share of projects to be funded, in part, by the Federal Transit Administration is set forth in Title 23 United States Code Section 120(j), and the State of Florida's adopted policy regarding the use of toll revenue credits for public transit capital and planning projects or through a Subrecipient Agreement with a political subdivision of the State of Florida.
-

3. I have reviewed the pertinent federal, state, and local laws, and I have concluded that there is no legal impediment to your filing an application for projects funded, in part, by the Federal Transit Administration, for which Broward Metropolitan Planning Organization seeks assistance. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation or other action which might in any way adversely affect the proposed project or the capability of the Broward Metropolitan Planning Organization to carry out the projects to be funded, in part, by the Federal Transit Administration.

If you require any further information, please contact my office.

Sincerely,



Alan L. Gabriel, BMPO General Counsel

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**REQUESTED ACTION:**

**MOTION TO APPROVE a Subrecipient Agreement Between Broward Metropolitan Planning Organization and City of Sunrise for Josh Lee Boulevard Improvements**

**WHAT THIS ACTION ACCOMPLISHES:**

Approval of this item will allow the MPO to execute a Subrecipient Agreement with the City of Sunrise in order to fund the Josh Lee Boulevard Improvements project.

**SUMMARY EXPLANATION/BACKGROUND:**

The proposed Subrecipient Agreement between the Broward MPO and the City of Sunrise is for the Consolidated Appropriations Act of 2023 Community Project Funding (CPF) grant administered by the Federal Transit Administration in the amount of \$2,500,000. The CPF grant will fund safety, transit, and multimodal connectivity improvements along Josh Lee Boulevard, from Oakland Park Boulevard to Nob Hill Road, in the City of Sunrise. Josh Lee Boulevard is the main entrance and access point to the City of Sunrise Municipal Campus, which includes a new 95,000-square foot City Hall, a new 500-space Intermodal Public Transfer Station, and the existing Sunrise Civic Center Theatre and Art Gallery, Sunrise Senior Center, Sunrise Dan Pearl Library, City of Sunrise Leisure Services Recreational Center, and Sunrise Public Safety Building. This project will further facilitate safe and efficient movement of the traveling public among different transit routes and modes of transportation.

For the proposed Subrecipient Agreement with the City of Sunrise, please see the Attachment. Staff will be available at the upcoming meeting to address any questions or comments.

**MPO STAFF RECOMMENDATION(S):**

MPO staff recommends approval of the proposed Subrecipient Agreement with the City of Sunrise for the Josh Lee Boulevard Improvements project.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Darci Mayer at (954) 876-0069 or [mayerd@browardmpo.org](mailto:mayerd@browardmpo.org).

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**Attachments**

Subrecipient Agreement Between Broward Metropolitan Planning Organization and City Of Sunrise for Josh Lee Boulevard Improvements



SUBRECIPIENT AGREEMENT

BETWEEN

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

CITY OF SUNRISE

For

JOSH LEE BOULEVARD IMPROVEMENTS

This is an Agreement made and entered into by and between: **BROWARD METROPOLITAN PLANNING ORGANIZATION**, created pursuant to Section 339.175, Florida Statutes, hereinafter referred to as "BMPO,"

AND

**CITY OF SUNRISE**, a political subdivision of the State of Florida, hereinafter referred to as "City".

WHEREAS, the BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the Federal Transit Administration ("FTA" or "Grantor"); and

WHEREAS, the BMPO is the Grantee of the Community Project Funding (CPF) S9397 of the Consolidated Appropriations Act, 2023, Transit Infrastructure Grant (hereinafter referred to as the "Grant") from the FTA for the Josh Lee Boulevard Improvements (the "Project"); and

WHEREAS, the total cost estimate for the Project is \$5,100,000; and

WHEREAS, the Grantor will provide the BMPO with \$2,500,000, and the City will provide (1) a \$625,000 or 20% of non-federal local funds ("Local Match") contribution, and (2) an estimated additional local fund contribution of no less than \$1,975,000 to fully fund the Project; and

WHEREAS, the Project Budget includes providing not to exceed \$250,000 of the Grant for BMPO's administration and oversight and \$2,250,000 ("Grant Funds") to reimburse the City for design and construction of improvements for the Project, which is located in the City; and

WHEREAS, the BMPO will use an FTA Grant Agreement as the mechanism to reimburse the City, as it completes specified milestones for this Project. FTA approval of the Grant Agreement is anticipated in Fiscal Year 2025, at which time the Grant Agreement will be an exhibit to this Agreement; and

WHEREAS, the BMPO is willing to utilize the Grant Funds to fund the Project which will be administered by the BMPO and implemented by City; and

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that the City complies with FTA's grant requirements; and

WHEREAS, the City desires to promote transit-supportive amenities to elevate the role of transit within the Project area; and

WHEREAS, BMPO and City desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the BMPO and City agree as follows:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement** - means this document, Articles 1 through 11, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.3 **BMPO Contract Administrator** - The BMPO Executive Director, or his/her designee. The primary responsibilities of the BMPO Contract Administrator are to coordinate and communicate with City.
- 1.4 **City Contract Administrator** - The City Manager of the City, or his/her designee. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with BMPO and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2  
PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for the City to provide management of the design and construction of Project improvements.
- 2.2 The Project Area is located within the public right-of-way of Josh Lee Boulevard from Oakland Park Boulevard to Nob Hill Road in the City of Sunrise, Florida.

- 2.3 In Fiscal Year 2025, the BMPO will make available \$2,250,000 of CPF Grant funds from the FTA for the implementation of the Project improvements. The Project is for the benefit of the City that agrees upon acceptance of the completed Project, to operate and maintain for the useful life, all Project elements as a condition of the funding. Through this Agreement, the BMPO will reimburse the City for completing the design and leading the construction of the agreed Project improvements. The reimbursement will occur on a monthly basis as the City provides invoices and progress reports to document its progress.
- 2.4 Further, the City shall provide the required (non-Federal) Local Match of 20% of the total project cost, leverage various funding sources to the extent feasible, targeting alternate funding sources, including local funds, and for improvements that are not eligible for FTA funding.
- 2.5 The City will be responsible for administering and managing the Project in a manner satisfactory to the BMPO and consistent with the concepts for transit-supportive improvements and implementation improvements developed as part of the Project as described in the attached as Exhibit "A".

### ARTICLE 3 GRANT PASS THROUGH REQUIREMENTS

- 3.1 Grant - City agrees to comply with all the terms and conditions set forth in the Grant Agreement and the FTA Master Grant Agreement. A copy of the Grant Agreement executed by BMPO will set out the allocation of Grant funds for the Project ("Grant Agreement") and upon execution will be attached hereto as Exhibit "B", and the FTA Master Grant Agreement ("Master Agreement"). City acknowledges that this Master Agreement may be amended by FTA from time to time and City agrees to abide by any and all such amendments. In consideration for BMPO's payment to City of the Grant funds, City shall perform the Project in compliance with each and every applicable term and condition set forth in the Grant Agreement and the Master Agreement.
- 3.2 Grant Obligations - City shall comply with the applicable Grant requirements applicable to Project, including, but not limited to compliance with requirements relating to the source of the local share, accounting, records retention, audit provisions, Disadvantaged Business Enterprise (DBE) requirements, competitive procurement, Florida's Prompt Payment Act, Davis Bacon Act requirements, and Buy America requirements. BMPO may enforce against City any right that FTA may enforce against BMPO pertaining to the provision of FTA funds to City from the BMPO under the Grant.
- 3.3 Federal Requirements - In addition to the obligations of the Grant, City must comply with any and all laws, statutes, rules, regulations, circulars, directives, and

requirements of the federal and state government that relate to or in any manner affect the performance of public transit services and/or the Project grant funds under this Agreement. These regulations, circulars, and directives include, without limitation, the following:

FTA Circular No. 4220.1F "Third Party Contracting Guidelines"; 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award; PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARD, FTA Circular for Award Management Requirements, and any amendments or revisions to the foregoing.

FTA mandated terms shall be deemed to control in the event of a conflict with provisions contained in this Agreement. City shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions related to the Grant Agreement or the Master Agreement, as may be amended by the FTA from time to time.

- 3.4 Progress and Financial Reports - City shall prepare narrative Progress Reports and Financial Reports on forms approved by the BMPO describing the progress of the work and expenditures for the Project funded under the Grant on a monthly basis. The Progress Report must contain the following information: (1) description of the work completed during the prior period; (2) tasks expected to be completed during the next period; (3) explanations of any problems or delays encountered or anticipated; and (4) any other detail that may be reasonably requested by BMPO.

The Financial Reports must include, at a minimum, the information as described on the form attached as Exhibit "C".

Properly completed Progress and Financial Reports must be delivered to BMPO no later than 20 calendar days after the conclusion of each one (1) month period as set forth above. Progress and Financial Reports are deliverables under this Agreement and must be reviewed and accepted by the BMPO prior to the BMPO's approval and payment of City's invoices.

- 3.5 Grant Indemnity – City's failure to reasonably perform its obligations related to the receipt of the Project Grant Funds shall constitute a material breach of this Agreement. City, to the extent permitted by law, agrees to indemnify and hold the BMPO harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by the City of its obligations related to the receipt of

the Project Grant Funds, including, any demand for return of all or a portion of the Project Grant Funds (including interest and penalties). In the event there are changes made to the Grant Agreement after execution by BMPO and FTA, or the execution of this Agreement, the parties agree to amend this Agreement as necessary to comply with those changes. If for any reason the City fails or is unable to utilize or expend the subject Grant Funds consistent with this Agreement within three (3) years from the effective date of this Agreement, the BMPO may, within its reasonable discretion and without penalty, elect to cancel or terminate this Agreement.

ARTICLE 4  
TERM

- 4.1 This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until City performs all obligations and responsibilities, with respect to the funds set forth in Exhibit "B", imposed on BMPO by FTA for receipt of federal funds under the Grant for the Project or December 31, 2028, whichever occurs first.
- 4.2 The parties hereto may extend this Agreement by mutual consent in writing prior to the expiration of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term.

ARTICLE 5  
CONSIDERATION AND PAYMENT

- 5.1 Pursuant to this Agreement, the BMPO has allocated \$2,250,000 to pay for those activities and tasks described in the Project funded under the Grant program. The total BMPO allocation for this Project is an amount not to exceed \$2,250,000, for actual costs incurred, including administrative costs payable to the City. In the event the Project costs exceed the Grant amount, the increase in the Project costs will be the sole responsibility of the City.
- 5.2 The BMPO shall have no obligation to independently fund the costs of the Project.
- 5.3 Reimbursement of the BMPO's and City's expenses for the Project funded under the Grant shall be subject to the cost principles set forth in Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Award, as well as the applicable provisions of the Grant. The BMPO agrees to reimburse City for its expenditures that are allowable under the Project Grant. The BMPO shall charge costs directly associated with the BMPO's oversight of the Project, not to exceed \$250,000.00, which is separate from the City's allocation of \$2,250,000.00.

5.4 The City shall be reimbursed for the costs associated upon the satisfactory completion of the following milestones, as reasonably determined by the BMPO in its sole discretion:

- a. Consultant Submittal of 60% plans.
- b. Consultant submittal for permitting.
- c. Project advertised for bids-plans approved for permit.
- d. Construction contract awarded.
- e. Construction progress payments- every month- payment to contractor.
- f. Final completion- Final payment including retainage paid to contractor, consultant final invoice.

Public outreach communication, and project and design management associated with completion of these milestones shall be documented, and an allowable cost reimbursement shall be made to the City under these milestones.

Completion of the construction phases will be deemed to have occurred when the City submits all receipts, approved permits, certificate of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the construction phase has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY shall provide verified actual costs satisfactorily demonstrated to have been expended by the City for completion of the Project, to be reimbursed in an amount not to exceed \$2,250,000. Upon satisfactory review and approval of all required documentation from the City, the BMPO shall pay the balance of the total contract amount after the costs reimbursed for the preceding milestones. Public outreach, communication, project design, and construction management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

5.5 Upon receipt of City's properly documented invoice BMPO shall pay City the applicable federal share of the invoice within 30 calendar days. City's invoice shall include evidence that City has paid its local share contribution, if applicable, payroll records and invoices from City's contractor(s) and proof of payment to contractor(s) to verify that City has incurred the costs set out in its invoice. The BMPO reserves the right to require City to submit additional reasonable documentation to verify that City has incurred the costs set out in its invoice and that the amount of the invoice does not exceed the applicable federal share of the allocation of Grant funds, less the BMPOs administrative costs under the Project grant.

- 5.6 If BMPO disputes any items on an invoice for a reasonable cause, BMPO may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City and the parties agree to timely meet to resolve any such disputes.
- 5.7 The BMPO's obligation to provide reimbursement to City shall be limited to the availability of funds to BMPO from FTA which are specifically earmarked for the Project. In the event that FTA shall deny any of BMPO's request for payments relating to the Project, or if FTA shall request the return of any funds relating to the Project that have been previously paid, City shall, within 60 calendar days of receiving notice from BMPO of FTA's denial or request for return of funds already paid, return to BMPO the funds that FTA has declined to reimburse or requested to be returned. City's requirement to return funds shall include the payment of any interest or penalties required by FTA.
- 5.8 Payment shall be made to City at:

City of Sunrise Finance Department  
10770 W Oakland Park Boulevard  
Sunrise, Florida 33351

#### ARTICLE 6 GOVERNMENTAL IMMUNITY

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

#### ARTICLE 7 INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

#### ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within 30 calendar days after written notice from the aggrieved party identifying the breach.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 8.3 Should either party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 8.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 9  
MAINTENANCE OF RECORDS/AUDITS

- 9.1 City shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. City shall also maintain for a period of three (3) years from the latter of the date of Grant close-out or expiration of this Agreement the financial information and data used by City in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. City agrees to permit the BMPO, FTA, the U.S. DOT Secretary and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of City books, records and accounts pertaining to the Grant expenditures for this Project.
- 9.2 City shall be responsible for meeting the audit requirements of Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award, and any further revision or supplement thereto. City agrees that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the BMPO's request, City must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.
- 9.3 City and any of its contractors or subcontractors shall preserve and make available, at reasonable times for examination and audit by the BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public

Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to City's and its subcontractors' records, City and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City or its subcontractors.

#### ARTICLE 10 NONDISCRIMINATION

- 10.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and implementing regulations; the City will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.
- 10.2 Contract Assurance: Neither City nor any of its contractors or subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. City shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or any other remedy allowed by law.

#### ARTICLE 11 MISCELLANEOUS

##### 11.1 THIRD PARTY OBLIGATIONS / BENEFICIARIES

11.1.1 City shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Grant for the Project. City shall pay directly such parties for all amounts due under said contracts consistent with the Florida's Prompt Payment Act.

11.1.2 Neither City nor the BMPO intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third

party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

## 11.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

### For City:

Mark S. Lubelski, P.E., City Manager  
City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

With a copy to:

Thomas P. Moss, City Attorney  
City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

### For BMPO:

Executive Director  
Broward Metropolitan Planning Organization  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq.  
BMPO General Counsel  
200 East Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

### 11.3 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. The references herein to the Federal Transit Administration or FTA shall include any successor agency or department of the United States Government.

### 11.4 COMPLIANCE WITH LAWS

Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

### 11.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or the BMPO elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within 7 calendar days after the finding by the court becomes final.

### 11.6 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

### 11.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Master Agreement and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

### 11.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that

jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, the BMPO AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### 11.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City of Sunrise City Commission and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 11.10 PRIOR AGREEMENTS

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

#### 11.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A", "B", and "C" as referenced herein are incorporated into and made a part of this Agreement.

#### 11.12 REPRESENTATION OF AUTHORITY

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

#### 11.13. MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **CITY OF SUNRISE** through its CITY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2025, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

**"CITY"**

**CITY OF SUNRISE**, a municipal corporation of the State of Florida

By: \_\_\_\_\_

Michael J. Ryan, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

By: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Sunrise, Florida, only.

By: \_\_\_\_\_

Thomas P. Moss, City Attorney

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF SUNRISE FOR THE JOSH LEE BOULEVARD IMPROVEMENTS PROJECT

**“BMPO”**

BROWARD METROPOLITAN PLANNING ORGANIZATION

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

By \_\_\_\_\_  
Yvette Colbourne, Chair

\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_ day of \_\_\_\_\_, 2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

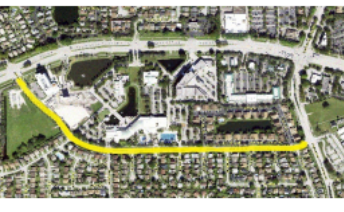
By: \_\_\_\_\_  
Alan L. Gabriel, BMPO General Counsel  
Weiss Serota Helfman Cole & Bierman PL

**SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF SUNRISE FOR THE JOSH LEE BOULEVARD IMPROVEMENTS PROJECT**

**EXHIBITS**

**Exhibit “A” -- Project Improvements**

**JOSH LEE BOULEVARD COMPLETE STREETS**

<b>PROJECT NUMBER:</b>	003592					
<b>LOCATION:</b>	Josh Lee Boulevard					
<b>STATUS:</b>	New Project					
<b>DEPARTMENT:</b>	Public Works					
<b>PROJECT MANAGER:</b>	Chris Ulrich					
<b>START DATE:</b>	8/2024					
<b>COMPLETION DATE:</b>	10/2027					
<b>ESTIMATED PROJECT COST:</b>	\$ 5,100,000					
<b>DESCRIPTION/JUSTIFICATION</b>						
<p>This project proposes to provide connectivity in order to facilitate multi-modal transportation along Josh Lee Blvd (also known as NW 33rd Street) from W Oakland Park Boulevard to N Nob Hill Road as well as traffic calming for the adjacent residential communities. The proposed improvements include the removal of the two west bound lanes on the north side of the roadway along the entire project limits, modification of the two east bound lanes on the south side to accept both directions of travel, and conversion of the median area into on-street parking.</p> <p>Additional specific scope components consist of installation of a multiuse path on north side of the project limits, replacement of the substandard sidewalk along the south side of the project limits, safety improvements associated with existing cluster mailboxes, relocation of existing bus stops along with installation of new bus shelters, roadway resurfacing and restriping, including overbuild to reestablish roadway crown, installation of pedestrian/street lighting, implementation of ADA upgrades, driveway adjustments, landscaping improvements, and installation of other various items including benches and trash receptacles.</p>						
<b>FUNDING SOURCES</b>						
<b>FUND/SOURCE</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>	<b>5-Year Total</b>
Fund 191	2,600,000					\$ 2,600,000
Grant Funds	2,500,000					\$ 2,500,000
						\$ -
<b>TOTAL</b>	<b>\$ 5,100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,100,000</b>
<b>PROJECT COMPONENTS</b>						
506100 - Land Purchase						\$ -
506502 - Const. Design	800,000					\$ 800,000
506505 - Const. Othr. Costs	180,000					\$ 180,000
506510 - Construction	4,120,000					\$ 4,120,000
<b>TOTAL</b>	<b>\$ 5,100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,100,000</b>
<b>ESTIMATED ANNUAL OPERATING IMPACT</b>						
Personnel						\$ -
Operating						\$ -
Capital Outlay						\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>HISTORICAL PROJECT-TO-DATE</b>						
<b>FUND</b>	<b>Project-to-Date (PTD) Budget</b>	<b>Project-to-Date (PTD) Actuals</b>	<b>Project-to-Date (PTD) Balance</b>			
				-		
				-		
				-		
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

**Exhibit “B”** -- Grant Agreement and the FTA Master Grant Agreement

**Exhibit "C" --Financial Report Form**

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**REQUESTED ACTION:**

**MOTION TO APPROVE Amendment to the Fiscal Year (FY) 2025 - 2029 Transportation Improvement Program (TIP):**  
**FM# 56400-1 MIAMI URBANIZED AREA (UZA) BROWARD COUNTY TRANSIT SECTION 5339(C)**

**WHAT THIS ACTION ACCOMPLISHES:**

Approval of this action will add one project to the adopted FY 2025 - 2029 TIP. No other projects in the TIP will be affected by the proposed Amendment.

**SUMMARY EXPLANATION/BACKGROUND:**

Broward County Transit (BCT) is seeking approval to add one project to the FY 2025 - 2029 TIP. The specifics of the project are outlined below.

**FM# 56400-1 MIAMI URBANIZED AREA (UZA) BROWARD COUNTY TRANSIT SECTION 5339(C):**

The Amendment proposes allocating \$41,666,667 for expanding BCT's electric bus program. The project is partially funded by the Section 5339(C) Low or No Emission Grant Program, awarded to BCT by the Federal Transit Administration, along with local funding. The project will replace 19 older 2013 model 40-foot hybrid buses that would have met their useful life or exceeded 500,000 miles with 25 battery-electric buses. BCT will also construct a 10,000-square-foot solar canopy that will produce approximately 150KW of power and two on-route inverter pantograph electric bus chargers with associated electrical equipment.

Additional project description and funding details can be found in Attachment 1 or at the following link:

<https://www.browardmpo.org/core-products/transportation-improvement-program-tip>.

Supporting documentation is provided in Attachment 2. BCT staff will deliver a short presentation at the meeting. The presentation is included in Attachment 3. MPO and BCT staff will also be available to address any questions or comments during the meeting.

**MPO STAFF RECOMMENDATION(S):**

MPO staff recommends ***approval*** of the proposed TIP Amendment. No other projects in the TIP will be affected by the proposed Amendment.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Jihong Chen at (954) 876-0066 or [chenj@browardmpo.org](mailto:chenj@browardmpo.org).

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### **Attachments**

1. BCT TIP Amendment Request - Request Letter
  2. BCT TIP Amendment Request - Supporting Documentation (Agenda)
  3. FY 2024 Low or No Emission Grant Program Electrification and Sustainability Project - PowerPoint Presentation
-



**TRANSPORTATION DEPARTMENT**

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8305

January 10, 2025

Greg Stuart  
Executive Director  
Broward Metropolitan Planning Organization  
Trade Center South  
100 West Cypress Creek Road  
6<sup>th</sup> Floor, Suite 650  
Fort Lauderdale, FL 33309

Dear Mr. Stuart,

I am formally requesting an amendment to the FY2025-2029 Transportation Improvement Program (TIP) to include the project description and funding for the “2024 Broward County Transit Electrification and Sustainability Project”, which is partly funded by the Section 5339 (c) Low or No Emission Grant Program awarded to Broward County Transit (BCT) from the Federal Transit Administration (FTA) and the local funds. The project phase is Construction, and the funding year is 2025. The Budget Resolution is included for reference.

The grant specific details are as follows:

- Type of Grant – FTA 5339(c) – Low or No Emission Grant Program (Competitive)
- Year of Grant Award - FY 2024
- Amount of Grant - \$25 million
- Local Grant Match - \$16,666,667
- Scope of Work- BCT will replace nineteen (19) older 2013 model 40-foot hybrid buses, that would have met their useful life or exceeded 500,000 miles with 25 battery electric buses. BCT will also construct a 10,000 square foot solar canopy that will produce approximately 150KW of power and two (2) on-route inverter pantograph electric bus chargers with associated electrical equipment.

Thank you for your assistance in this important effort. The addition of this project to the TIP not only allows us to show coordination and consistency in the local planning processes, but its completion will strategically position us for the future with the modernization and expansion of the facility.

(Cont'd – BCT Electrification and Sustainability Project TIP Amendment Request)

Regards,

Angelica Love, Deputy General Manager  
Broward County Transportation Department

Enc: Budget Resolution

Cc: Barney McCoy, Acting Chief Customer Experience Officer, Customer Experience  
Khalilah Ffrench, Program Dev. Administrator, Service and Strategic Planning Division  
Sharon Jackson, Grants Mgmt. Manager, Finance Division  
Jie Bian, Acting Chief Infrastructure Officer, Capital Delivery & Infrastructure Maintenance

**FM# 456400-1 MIAMI URBANIZED AREA (UZA) BROWARD COUNTY TRANSIT SECTION 5339(C)**

**Non-SIS**

**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:**

**To:**

**Lead Agency:** BROWARD COUNTY

**MTP Pg.:** 251

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	FTA	25,000,000	0	0	0	0	25,000,000
CAP	LF	16,666,667	0	0	0	0	16,666,667
<b>Total</b>		<b>41,666,667</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>41,666,667</b>

**Prior Year Cost:**

**Future Year Cost:**

**Total Project Cost:** 41,666,667

**Project Description:** The project focused on Broward County Transit Electrification and Sustainability is partially funded by the FY 2024 Section 5339(c) Low or No Emission Grant Program, awarded to Broward County Transit (BCT) by the Federal Transit Administration (FTA), along with local funding. The project will replace nineteen (19) older 2013 model 40-foot hybrid buses, that would have met their useful life or exceeded 500,000 miles with 25 battery electric buses. BCT will also construct a 10,000 square foot solar canopy that will produce approximately 150KW of power and two (2) on-route inverter pantograph electric bus chargers with associated electrical equipment.

## Funding Code Legend

Fund Code	Fund Code Description
FTA	Federal Transit Administration
LF	Local funds

DRAFT

## Phase Legend

Phase Abbreviation	PHASE
CAP	Capital

DRAFT

# Broward County



## Action Agenda - Published

Thursday, September 5, 2024

10:00 AM

Broward County Governmental Center  
Room 422 (Commission Chambers)

County Commission

**MEETING OF SEPTEMBER 5, 2024**

Meeting convened at 10:15 a.m. and adjourned at 1:22 p.m.

**Present:** Commissioner Mark D. Bogen  
Commissioner Lamar P. Fisher  
Vice-Mayor Beam Furr  
Commissioner Steve Geller  
Commissioner Robert McKinzie  
Mayor Nan H. Rich  
Commissioner Hazelle P. Rogers  
Commissioner Michael Udine

**Absent:** Commissioner Tim Ryan

**CALL TO ORDER**

Call to order was led by Mayor Nan Rich, District 1.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Judge Peter Weinstein and Barbara Weinstein.

**MOMENT OF SILENCE**

In memory of Elvis Joel Liriano, Jr., Flanagan High School, Pembroke Pines.

In memory of Hersh Goldberg-Polin and five other Hamas hostages.

In honor of all the brave men and women, who have served and continue to serve in our Armed Forces both here and abroad, thanking them for their service.

**THURSDAY MORNING MEMO**

The Thursday Agenda Memorandum was read by Reading Clerk Stacy Lysengen.

**CONSENT AGENDA**

A motion was made by Commissioner Geller, seconded by Vice-Mayor Furr and unanimously carried, to approve the Consent Agenda consisting of Items 1 through 28. At the request of the Mayor, Regular Item 52 and Supplemental Item 55 were transferred to the Consent Agenda. Consent Item 13 was transferred to the Regular Agenda.

Each item voted on the Consent Agenda was passed by unanimous vote of the Commission unless otherwise indicated by record vote.

Public Hearing Items consist of Items 29 through 48.

Regular Agenda Items consist of Items 49 through 54.

Supplemental Agenda Items consist of Item 55.

The following Item was deferred: 11.

The following Item was pulled from the Consent Agenda by the Board and considered separately:  
7.

### **BOARD APPOINTMENTS**

1. **MOTION TO APPROVE** Board Appointments

1A. A. **MOTION TO REAPPOINT** Stacey Schwartz to the North Perry Airport Community Advisory Committee in the category of "Miramar Pembroke Pines Regional Chamber."

*(Per the Thursday Agenda Memorandum, the Board's consideration of this item includes a Motion to Reappoint the individual specified in the Additional Material distributed for this item.)*

**ACTION: (T-10:30 AM) Approved with Regular Meeting Additional Material, dated September 5, 2024, submitted at the request of Mayor Rich.**

**VOTE: 8-0. Commissioner Ryan was not present.**

B. **MOTION TO APPROVE** waiver of conflict under Section 112.313(7)(a), Florida Statutes for Stacey Schwartz who holds an employment or contractual relationship with an entity that receives funds from Broward County. (Mayor Rich)

*(Per the Thursday Agenda Memorandum, the Board's consideration of this item includes a Motion to Reappoint the individual specified in the Additional Material distributed for this item.)*

**ACTION: (T-10:30 AM) Approved with Regular Meeting Additional Material, dated September 5, 2024, submitted at the request of Mayor Rich.**

**VOTE: 8-0. Commissioner Ryan was not present.**

### **AVIATION DEPARTMENT**

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2. MOTION TO APPROVE Second Amendment to the Signatory Terminal Building Lease Agreement between Broward County and Silver Airways LLC to modify leased premises at Broward County's Fort Lauderdale-Hollywood International Airport and to update certain terms and conditions in the Signatory Terminal Building Lease Agreement; and authorize the Mayor and Clerk to execute same.

**ACTION: (T-10:30 AM) Approved.**

**VOTE: 8-0. Commissioner Ryan was not present.**

3. MOTION TO APPROVE Federal Aviation Administration Grant Agreement for Airport Infrastructure Grant Project No. 3-12-0025-102-2024 in the amount of \$77,675,450, for the construction of the Terminal Connectors project at Broward County's Fort Lauderdale-Hollywood International Airport; to authorize the County Administrator to take the necessary administrative and budgetary actions, and to authorize the Director of Aviation to execute the agreement and approve any amendments that do not impose additional financial obligations on Broward County, subject to review for legal sufficiency by the Office of the County Attorney.

**ACTION: (T-10:30 AM) Approved.**

**VOTE: 8-0. Commissioner Ryan was not present.**

## **PUBLIC WORKS DEPARTMENT**

### **REAL PROPERTY AND REAL ESTATE DEVELOPMENT DIVISION**

4. MOTION TO ADOPT Resolution accepting a perpetual bus shelter easement executed by Touraine Associates, LP, on, over, across, and through a portion of real property located at 6460-6500 Hollywood Boulevard, in Pembroke Pines, at no cost to the County. (Commission District 7)

**ACTION: (T-10:30 AM) Approved Resolution No. 2024-371.**

**VOTE: 8-0. Commissioner Ryan was not present.**

### **WATER AND WASTEWATER ENGINEERING DIVISION**

5. MOTION TO APPROVE Encroachment Agreement between Broward County and Florida Gas Transmission Company, LLC, (FGT), under which FGT consents to the installation, maintenance, operation, and repair of a new wastewater pipeline by Broward County across an easement held by FGT ("Easement Area") as depicted on Exhibit "C" of the Encroachment Agreement; and authorize the Mayor and Clerk to execute same. (Commission District 7)

***ACTION: (T-10:30 AM) Approved.***

***VOTE: 8-0. Commissioner Ryan was not present.***

## **HUMAN SERVICES DEPARTMENT**

### **BROWARD ADDICTION RECOVERY CENTER DIVISION**

6. **MOTION TO APPROVE** Second Amendment to Agreement No. GEN2122896A1\_1 between Broward County and OIC of South Florida Inc. for hospital-grade cleaning services, extending the Agreement for up to five additional one-year terms, moving the termination date from September 30, 2024 to September 30, 2029, increasing the annual not-to-exceed amount to \$370,000, and adding a required Foreign Country of Concern Attestation clause; authorize the Mayor and Clerk to execute same; authorize the County Administrator to execute amendments to the Agreement, subject to review for legal sufficiency by the Office of the County Attorney, that do not impose additional financial obligations on the County; and authorize the County Administrator to take all necessary administrative and budgetary actions to implement the Agreement as amended.

***ACTION: (T-10:30 AM) Approved.***

***VOTE: 8-0. Commissioner Ryan was not present.***

### **COMMUNITY PARTNERSHIPS DIVISION**

7. A. **MOTION TO ADOPT** Resolution providing funding for certain services, the title of which is as follows:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING APPROPRIATION AND DISBURSEMENT OF FISCAL YEAR 2024-2025 FUNDS IN THE AGGREGATE AMOUNT OF \$20,905,152 TO SPECIFIED SERVICE PROVIDERS FOR THE PROVISION OF SUPPORT SERVICES IN BROWARD COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE NEW AGREEMENTS WITH THE SERVICE PROVIDERS; APPROVING A STANDARD FORM AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO TAKE ALL NECESSARY ADMINISTRATIVE AND BUDGETARY ACTIONS TO IMPLEMENT THE AGREEMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

***(Mayor Rich pulled this item from the Consent Agenda.)***

***ACTION: (T-10:30 AM) Approved Resolution No. 2024-372. (Refer to minutes for full discussion.)***

***VOTE: 7-0. Mayor Rich abstained from voting. Commissioner Ryan was not***

***present.***

B. MOTION TO APPROVE waivers of conflict under Section 112.313(7)(a), Florida Statutes, for the following Broward County advisory board members holding an employment or contractual relationship with an entity receiving funds for the performance of services under this agenda item:

1. Dionne J. Blackwood
2. Evan L. Boyer
3. David J. Clark
4. Rosalyn Frazier
5. Walter H. Honaman
6. Chauniqua D. Kiffin
7. Alondra Machado
8. Ronald J. Moffitt
9. Candace M. Pineda
10. Peter P. Powers
11. Zulma Vanessa Quiles

***(Mayor Rich pulled this item from the Consent Agenda.)***

***ACTION: (T-10:30 AM) Approved. (Refer to minutes for full discussion.)***

***VOTE: 7-0. Mayor Rich abstained from voting. Commissioner Ryan was not present.***

8. MOTION TO APPROVE Grant Application to the U.S. Department of Health and Human Services, Health Resources and Services Administration in the amount of \$16,967,885 for the grant period of March 1, 2025, through February 28, 2028, to provide core medical and support services in addition to planning, evaluation, and training services for persons living with HIV/AIDS; authorize the County Administrator to execute and implement the grant upon receipt and to take all necessary administrative and budgetary actions related to the grant.

***ACTION: (T-10:30 AM) Approved.***

***VOTE: 8-0. Commissioner Ryan was not present.***

## **HOUSING OPTIONS SOLUTIONS AND SUPPORTS DIVISION**

9. A. MOTION TO ADOPT Resolution providing funding for certain services, the title of which is as follows:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING APPROPRIATION AND DISBURSEMENT OF FISCAL YEAR 2024-2025 FUNDS IN THE AGGREGATE AMOUNT OF \$20,047,540 TO

SPECIFIED SERVICE PROVIDERS FOR THE PROVISION OF SUPPORT SERVICES TO INDIVIDUALS AND FAMILIES EXPERIENCING HOMELESSNESS IN BROWARD COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE NEW AGREEMENTS WITH THE SERVICE PROVIDERS; AUTHORIZING THE COUNTY ADMINISTRATOR TO TAKE ALL NECESSARY ADMINISTRATIVE AND BUDGETARY ACTIONS TO IMPLEMENT THE AGREEMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

***ACTION: (T-10:30 AM) Approved Resolution No. 2024-373. (See Regular Meeting Additional Material, dated September 5, 2024, submitted at the request of Human Services Department.)***

***VOTE: 8-0. Commissioner Ryan was not present.***

B. MOTION TO APPROVE single source determination for The Salvation Army to provide a temporary or transitional place to sleep for individuals experiencing homelessness in Broward County.

***ACTION: (T-10:30 AM) Approved. (See Regular Meeting Additional Material, dated September 5, 2024, submitted at the request of Human Services Department.)***

***VOTE: 8-0. Commissioner Ryan was not present.***

C. MOTION TO APPROVE single source determination for Women in Distress of Broward County, Inc., to provide a temporary or transitional place to sleep for individuals and families experiencing homelessness and fleeing domestic violence, dating violence, sexual assault, human trafficking, sexual exploitation, sexual violence, and/or stalking in Broward County.

***ACTION: (T-10:30 AM) Approved. (See Regular Meeting Additional Material, dated September 5, 2024, submitted at the request of Human Services Department.)***

***VOTE: 8-0. Commissioner Ryan was not present.***

D. MOTION TO APPROVE waivers of conflict under Section 112.313(7)(a), Florida Statutes, for the following Broward County advisory board members holding an employment or contractual relationship with an entity receiving funds for the performance of services under this agenda item:

1. Melida Akiti
2. Howard Bakalar
3. Thomas Campbell
4. Mikal Cartier
5. Tiffany Garcia
6. Shena Kitt
7. Cathy Stutin

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***ACTION: (T-10:30 AM) Approved. (See Regular Meeting Additional Material, dated September 5, 2024, submitted at the request of Human Services Department.)***

***VOTE: 8-0. Commissioner Ryan was not present.***

10. MOTION TO AUTHORIZE County Administrator to submit Grant Applications to the U.S. Department of Housing and Urban Development (“HUD”) in the estimated annual amount of \$13,541,709 for the 2024 and 2025 Continuum of Care Program Notice of Funding Opportunity, for an estimated aggregate amount of \$27,083,418, to provide housing, rental assistance, supportive services, and coordinated entry and assessment services to individuals and families experiencing homelessness, Homeless Management Information System services, planning and evaluation services, and administrative services; authorize the County Administrator to execute the resulting HUD Grant Agreements, subject to review and approval for legal sufficiency by the Office of the County Attorney; authorize the County Administrator to execute amendments to the HUD Grant Agreements, subject to review and approval for legal sufficiency by the Office of the County Attorney, that do not impose any additional financial obligations on the County above the County’s additional match requirement; and authorize the County Administrator to take all necessary administrative and budgetary actions to implement the Grants.

***ACTION: (T-10:30 AM) Approved.***

***VOTE: 8-0. Commissioner Ryan was not present.***

### **PORT EVERGLADES DEPARTMENT**

11. MOTION TO APPROVE Third Amendment to Port Everglades Passenger Cruise Terminal and Berth User Agreement between Broward County and Royal Caribbean Cruises Ltd. to extend the period during which the Parties must agree on rates for the first option term, modify the Capital Cost Recovery Charge (“CCRC”) provision and acknowledge full payment of the CCRC by Royal Caribbean Cruises Ltd.; and authorize the Mayor and Clerk to execute same.

***(Per the Thursday Agenda Memorandum, this item is deferred to the September 17, 2024 meeting.)***

12. A. MOTION TO WAIVE competitive selection requirements set forth in Section 32.4(h) of the Broward County Administrative Code in accordance with Section 32.10 of the Broward County Administrative Code to enter into a Marine Terminal Lease and Operating Agreement with A.G. Royce Metal Marketing, LLC d/b/a Concrete Reinforcing Products for approximately 3.94 acres (171,468 square feet) of land in the Southport area at Port Everglades, for a one-year term commencing on October 1, 2024, and ending on September 30, 2025, finding that there is good cause for such waiver.

***ACTION: (T-10:30 AM) Approved.***

***VOTE: 8-0. Commissioner Ryan was not present.***

B. MOTION TO APPROVE Marine Terminal Lease and Operating Agreement between Broward County and A.G. Royce Metal Marketing, LLC d/b/a Concrete Reinforcing Products for approximately 3.94 acres (171,468 square feet) of land in the Southport area at Port Everglades, for a one-year term commencing on October 1, 2024, and ending on September 30, 2025; and authorize the Mayor and Clerk to execute same.

***ACTION: (T-10:30 AM) Approved.***

***VOTE: 8-0. Commissioner Ryan was not present.***

### **TRANSPORTATION DEPARTMENT**

13. MOTION TO ADOPT Resolution of the Board of County Commissioners of Broward County, Florida, authorizing the County Administrator, or designee, to accept grant funding from the federal transit administration pursuant to 49 U.S.C Section 5339(c), for Low or No Emissions competitive federal grant program funds in the amount of \$25,000,000; authorizing the County Administrator to take all necessary administrative and budgetary actions to implement the grant; and providing for an effective date.

***(Transferred to the Regular Agenda.)***

***ACTION: (T-10:57 AM) Approved Resolution No. 2024-374. (Scrivener's Error - See County Administrator's Memorandum:***

***Exhibit 1 - Proposed Resolution. On Line 31, the "t" was inadvertently dropped from the word "to" in the Proposed Resolution.)***

***VOTE: 7-0. Commissioner McKinzie was out of the room during the vote. Commissioner Ryan was not present.***

### **OFFICE OF MANAGEMENT AND BUDGET**

14. MOTION TO ADOPT budget Resolution transferring funds within the Law Enforcement Trust Fund (LETF) for the Broward Sheriff's Office in the amount of \$83,930 for the purchase of Automated License Plate Readers (ALPR) for the Wilton Manors Police Department.

***ACTION: (T-10:30 AM) Approved Resolution No. 2024-375.***

***VOTE: 8-0. Commissioner Ryan was not present.***

### **REQUEST TO SET FOR PUBLIC HEARING**

Resolution No. 2024-657

BE IT RESOLVED by the Board of County Commissioners of Broward County Florida, that the Clerk of this Board is hereby authorized and directed to make the following budget amendments within the Transit Capital Grant Fund Fund 39000 for fiscal year 2025, pursuant to Section 129.06(2), Florida Statutes.

**REVENUE (0000768944)**

MT-Grant Management (50408000)

2024 Low or No Emission Vehicl (108610)	
Grt Fed-Transportation (410120)	\$25,000,000
<b>Total REVENUE</b>	<u><u>\$25,000,000</u></u>

**APPROPRIATIONS (0000768943)**

MT-Grant Management (50408000)

2024 Low or No Emission Vehicl (108610)	
RM-Vehicle Repair and Maint (540190)	\$1,350,000
Buses (560350)	\$15,960,000
Computer Hardware (560370)	\$36,000
Construction - Misc Elec (108792)	
Machinery-Equip GT \$5,000 (560310)	\$6,520,690
Workforce Development (108793)	
Training (556310)	\$90,000
Eng/Design - Equipment (108794)	
CAP-Design & Professional Serv (560110)	\$521,655
Constr - Eng and Inspection (108795)	
CAP - Construction in Progress (560505)	\$521,655
<b>Total APPROPRIATIONS</b>	<u><u>\$25,000,000</u></u>

*[Handwritten Signature]*

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Approved County Administrator	Date
<i>J Steelman</i>	12/10/2024

---

Approved Office of Management and Budget	Date
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ADOPTED THIS 5th day of September, A.D. 2024.

Agenda # 24-1175\_2024 LOW-NO Grant  
Approved by Board 9/5/2024 Item #13



**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR,  
3 OR DESIGNEE, TO ACCEPT GRANT FUNDING FROM THE FEDERAL TRANSIT  
4 ADMINISTRATION PURSUANT TO 49 U.S.C SECTION 5339(C), FOR LOW OR NO  
5 EMISSIONS COMPETITIVE FEDERAL GRANT PROGRAM FUNDS IN THE AMOUNT  
6 OF \$25,000,000; AUTHORIZING THE COUNTY ADMINISTRATOR TO TAKE ALL  
7 NECESSARY ADMINISTRATIVE AND BUDGETARY ACTIONS TO IMPLEMENT THE  
8 GRANT; AND PROVIDING FOR AN EFFECTIVE DATE.

9

10 WHEREAS, pursuant to 49 U.S.C. Section 5339(c), the Federal Transit  
11 Administration (“FTA”) allocates funds for the Low or No Emissions Grant Program  
12 (“Program”);

13 WHEREAS, the Program provides funding toward the purchase of battery electric  
14 buses, supporting charging infrastructure, and other Program-eligible projects;

15 WHEREAS, Broward County, Florida (“County”), has the authority to apply for and  
16 accept grant awards made by the FTA as authorized by the Federal Transit Administration  
17 Act of 1964; and

18 WHEREAS, the County submitted an application to the Program for grant funding  
19 and has been awarded Twenty-five Million Dollars (\$25,000,000) for Program-eligible  
20 projects, NOW, THEREFORE,

21 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
22 BROWARD COUNTY, FLORIDA:

23 Section 1. The Board of County Commissioners of Broward County, Florida  
24 ("Board"), hereby authorizes the County Administrator, or designee, to execute a grant  
25 agreement with the FTA for Low or No Emission Grant Program funds in the amount of  
26 Twenty-five Million Dollars (\$25,000,000), pursuant to 49 U.S.C. Section 5339(c), to be  
27 used for the purchase of battery electric buses, supporting charging infrastructure, and  
28 other Program-eligible projects.

29 Section 2. The Board further authorizes the County Administrator, or designee,  
30 to accept the Program funds awarded to the County unless this Resolution is specifically  
31 rescinded; o sign any and all documentation associated with the acceptance of these  
32 funds, subject to review and approval as to legal sufficiency by the Office of the County  
33 Attorney; and to take all necessary administrative and budgetary actions to implement the  
34 grant.

35 Section 3. Effective Date.

36 This Resolution is effective upon adoption.

ADOPTED this            day of           , 2024.            **PROPOSED**

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ Nathaniel A. Klitsberg            08/16/2024  
Nathaniel A. Klitsberg            (date)  
Transportation Surtax General Counsel

NAK/hb  
Reso FTA Low or No Emmissions.doc  
08/16/2024  
#24-114.00



# Broward County

## Legislation Details (With Text)

**File #:** 24-1175      **Version:** 1

**Status:** Agenda Ready

**In control:** TRANSPORTATION DEPARTMENT

**On agenda:** 9/5/2024      **Final action:** 9/5/2024

**Title:** MOTION TO ADOPT Resolution of the Board of County Commissioners of Broward County, Florida, authorizing the County Administrator, or designee, to accept grant funding from the federal transit administration pursuant to 49 U.S.C Section 5339(c), for Low or No Emissions competitive federal grant program funds in the amount of \$25,000,000; authorizing the County Administrator to take all necessary administrative and budgetary actions to implement the grant; and providing for an effective date.

**Sponsors:**

**Indexes:** Established Commission Goals, MAP Broward

**Code sections:**

**Attachments:** 1. Exhibit 1 - Proposed Resolution FTA Low or No Emissions, 2. Exhibit 2 - FTA News Release

Date	Ver.	Action By	Action	Result
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### Broward County Commission Regular Meeting

**Director's Name:** Coree Cuff Lonergan  
**Department:** Transportation

### Information

#### Requested Action

MOTION TO ADOPT Resolution of the Board of County Commissioners of Broward County, Florida, authorizing the County Administrator, or designee, to accept grant funding from the federal transit administration pursuant to 49 U.S.C Section 5339(c), for Low or No Emissions competitive federal grant program funds in the amount of \$25,000,000; authorizing the County Administrator to take all necessary administrative and budgetary actions to implement the grant; and providing for an effective date.

#### Why Action is Necessary

Broward County, FL, as the grant applicant and recipient of federal financial assistance, is required by the Federal Transit Administration (FTA) to take official action to authorize the County Administrator, or designee, to execute and file necessary grant applications and all FTA-required documents for federal assistance on the FTA's Internet-based grant system.

#### What Action Accomplishes

Provides \$25M in FTA grant funding towards the purchase of battery electric buses, supporting charging infrastructure, and other program-eligible projects.

#### Goal Related Icon(s)

- County Commission
- Go Green

MAP Broward

**Previous Action Taken**

None.

**Summary Explanation/Background**

TRANSPORTATION DEPARTMENT RECOMMENDS APPROVAL OF THE ABOVE MOTION

This item supports the Board's Connected Community Goal of "Cooperatively delivering an efficient and accessible regional intermodal transportation network" and its Resilient Community Goal of "Ensuring accessible, seamlessly integrated investments in renewable energy, sustainable practices, manufacturing, resilient infrastructure, and environmental protection."

On February 28, 2024, the Federal Transit Administration (FTA) announced the availability of approximately \$1.10 billion in Fiscal Year 2024 competitive grant funding under the Low or No Emission Grant Program. FTA's Low or No Emission competitive program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities.

On April 25, 2024, the Transportation Department (BCT) submitted a grant application to expand Broward County Transit's (BCT) electric bus program by adding electric buses to replace diesel buses and installing associated on-route charging infrastructure and clean energy-generating solar canopy structures at the Northeast Transit Center (NTC) in Pompano Beach, FL. Broward County received a grant award of \$25,000,000 with a 40% local match of \$16,666,667 for a total project cost of \$41,666,667.

**Source of Additional Information**

Coree Cuff Lonergan, Director, Transportation Department (954) 357-8361

**Fiscal Impact**

**Fiscal Impact/Cost Summary**

Increases the Transportation Department's Capital Grant Fund by \$25,000,000. The required 40% local match of \$16,666,667 that is budgeted in the Transportation Surtax capital fund.



**MONICA CEPERO**, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7354 • FAX 954-357-7360

April 15, 2024,

Mr. Peter Buttigieg, Secretary  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590

**RE: Local Match for Broward County's Transportation Department – 2024 Broward County Transit Electrification and Sustainability Project – Section 5339 (c) Low or No Emission Grant Program**

Dear Secretary Buttigieg:

Broward County's Transportation Department is a mass transportation system that provides connectivity for travelers through safe, reliable, and quality transportation services. The 2024 Broward County Transit Electrification and Sustainability Project will allow BCT to continue supporting the Biden Administration's Justice40 Initiative while establishing a 100 percent electric bus fleet by 2035.

I confirm that Broward County is committed to funding \$22.0 million, which is 40% of the total cost of the 2024 Broward County Transit Electrification and Sustainability Project. The local match will be provided through the Transportation Surtax, a funding source that the voters approved in November 2018. Broward County Transit has requested a federal share of \$32.9 million, which is 60% of the total project cost of \$54.9 million.

If you have any questions or need additional information, please contact Sharon Jackson, Transit Grant Manager, at 954-357-8360 or email [sharjackson@broward.org](mailto:sharjackson@broward.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Cepero", is written over a light gray, textured background.

Monica Cepero  
Broward County Administrator



**MONICA CEPERO**, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7354 • FAX 954-357-7360

April 15, 2024,


Secretary Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

**RE: 2024 Broward County Transit Electrification and Sustainability Project - Section 5339  
(c) Low or No Emission Grant Program – Federal Wage Rate Certification Letter**

Dear Secretary Buttigieg,

Broward County certifies that it complies with the requirements of subchapter IV of chapter 31 of title 40, United States Code (Federal wage rate requirements), as required by the FY 2019 Consolidated Appropriations Act.

These requirements will be included in all Broward County construction projects related to this grant request.

Signed:  \_\_\_\_\_

Date: \_\_\_\_\_

Name: Monica Cepero \_\_\_\_\_

Title: County Administrator \_\_\_\_\_



# **FY 2024 Low or No Emission Grant Program Electrification and Sustainability Project**

# Project Summary

Broward County Transit (BCT) received a \$25 million Low or No Emissions Grant award to fund the Electrification and Sustainability Project. This award, funded by the Bipartisan Infrastructure Law, is part of approximately \$1.5 billion in funding to support 117 projects that will improve public transportation in 47 states.

BCT's project will include:

- Replacement of nineteen (19) older 2013 model 40-foot hybrid buses
- Construction of a 10,000-square-foot solar canopy that will produce approximately 150KW of power and installation of two (2) on-route inverter pantograph electric bus chargers at the Northeast Transit Center in Pompano Beach





## Low or No Emissions Grant Project Budget

Federal Share	\$ 25,000,000.00
Local Match	\$ 16,667,667.00
<hr/> <hr/> Total Project	<hr/> <hr/> \$ 41,667,667.00

# Accomplishments

- ✓ Broward County accepted Low-No funds at its September 5, 2024, Commission Meeting
- ✓ FTA Conducted a check presentation on September 5, 2024
- ✓ National Environmental Policy Act (NEPA) Categorical Exclusion was issued by FTA on December 13, 2024

## Next Steps

- ✓ TIP/STIP Amendments pending MPO and FDOT approval
- ✓ Execute Grant Agreement with FTA
- ✓ Mobilize Solar Canopy Project
- ✓ Procure buses





**Questions**

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**REQUESTED ACTION:**

**MOTION TO ACCEPT Fiscal Year (FY) 2024 Audit Report Prepared by HCT Certified Public Accountants & Consultants, LLC**

**WHAT THIS ACTION ACCOMPLISHES:**

Approval of this action will finalize the annual audit of the MPO and allow staff to submit the audit report along with explanations, rebuttals, and corrective actions to the Auditor General, the Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation.

**SUMMARY EXPLANATION/BACKGROUND:**

Federal and State guidelines require MPOs expending \$750,000 or more of Federal financial assistance and/or \$750,000 or more of State financial assistance in a fiscal year to have a single audit conducted by an independent certified public accountant for that year. This requirement is in accordance with the Federal Office of Management and Budget 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Section 215.97, Florida Statutes (Florida Single Audit Act), and Rules 10.550 and 10.650, Rules of the Auditor General.

Audit services are provided through an agreement between the MPO and HCT Certified Public Accountants and Consultants, LLC. This agreement was approved by the MPO Board on July 13, 2023. The current audit period covers the MPO's fiscal year 2024 from July 1, 2023, through June 30, 2024.

The draft Audit Report for fiscal year 2024 by HCT Certified Public Accountants and Consultants, LLC is provided for review on the MPO website at [browardmpo.org/core-products/unified-planning-work-program-upwp-budget](https://browardmpo.org/core-products/unified-planning-work-program-upwp-budget) (scroll towards the bottom of the page). When reviewing the Audit Report, the following definitions are provided for reference:

- *A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis.
- *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program

will not be prevented, or detected and corrected, on a timely basis.

- A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

**The auditors have issued an unmodified opinion on the financial statements and unmodified reports on internal controls and compliance with no findings identified. This is the best form of report available and indicates that there were no instances of noncompliance or internal control deficiencies identified.** In addition, and in accordance with professional standards, the auditors have provided a letter to the MPO Governing Board that summarizes the findings of the audit. This letter is provided in Attachment 1.

At the upcoming meeting, a presentation will be provided, and questions or comments will be addressed. For the PowerPoint presentation, please see Attachment 2.

**MPO STAFF RECOMMENDATION(S):**

MPO staff recommends acceptance of the FY 2024 Audit Report.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Adrian Liburd at (954) 876-0080 or [liburda@browardmpo.org](mailto:liburda@browardmpo.org).

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**Attachments**

1. Financial Statements and Additional Information For the Year Ended June 30, 2024
  2. Audited Financial Statements Presentation - PowerPoint Presentation
-

**BROWARD METROPOLITAN PLANNING  
ORGANIZATION**

---

**Financial Statements  
and Additional Information  
For the Year Ended June 30, 2024**

Final DRAFT

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Final DRAFT

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Broward Metropolitan Planning Organization

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities and major fund of the Broward Metropolitan Organization (the "Organization"), as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the Organization, as of June 30, 2024, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedule and related notes, and schedules related to the pension plan on pages 4-10, 32-33, and 34-37, respectively, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary

information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Organization's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January X, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Organization's internal control over financial reporting and compliance.

***HCT Certified Public Accountants & Consultants, LLC***

Hollywood, Florida

January X, 2025

Broward Metropolitan Planning Organization  
Management's Discussion and Analysis  
June 30, 2024

Our discussion and analysis of Broward Metropolitan Planning Organization (the "Organization") financial performance provides an overview of the Organization's financial activities for the year ended June 30, 2024, with certain comparative information for the year ended June 30, 2023. Please read it in conjunction with the Organization's financial statements which immediately follows this discussion.

## **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the Organization's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

## **Government-wide Financial Statements**

The *Government-Wide Financial Statements* are designed to provide readers with a broad overview of the Organization's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the Organization's assets, liabilities, and deferred inflows/outflows of resources, with the difference between these reported as net position.

The *Statement of Activities* presents information showing how the Organization's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 11 & 12 of this report.

## **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Organization only has one category of funds - governmental funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financial requirements.

Broward Metropolitan Planning Organization  
Management's Discussion and Analysis (Continued)  
June 30, 2024

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Organization's near term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Organization adopts an annual budget for its governmental fund. Budgetary comparison schedules have been provided for the General fund to demonstrate compliance.

The basic governmental fund financial statements can be found on pages 13-16 of this report.

### **Notes to the Financial Statements**

The notes provide additional information that is essential to the full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 17-31 of this report.

### **Other Information**

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Organization's adopted budget to actual results and schedules relating to the Organization's Pension Plan. Required supplementary information can be found on pages 32-37 of this report.

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Broward Metropolitan Planning Organization  
Management's Discussion and Analysis (Continued)  
June 30, 2024

**Government Fund Analysis**

As noted earlier, the Organization uses fund accounting to maintain control over resources that have been segregated for specific activities or objectives. The focus of the Organization's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Organization's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the Organization's net resources available for spending at the end of the fiscal year. Unassigned fund balance increased \$2,764,385 compared to the prior fiscal year.

The following table reflects the condensed government fund balance sheet as of June 30:

	Fund Balance	
	2024	2023
Assets:		
Current assets	\$ 5,603,831	\$4,818,413
Total assets	5,603,831	4,818,413
Liabilities:		
Current liabilities	2,319,175	4,298,142
Total liabilities	2,319,175	4,298,142
Fund Balance:		
Unassigned	3,284,656	520,271
Total fund balance	\$ 3,284,656	\$ 520,271

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Broward Metropolitan Planning Organization  
Management's Discussion and Analysis (Continued)  
June 30, 2024

The following table reflects the Organization's change in net position for the years ended June 30, 2024 and 2023:

	Change in Fund Balance	
	2024	2023
Revenues:		
Federal and state grants	\$ 18,921,814	\$ 9,403,164
Interlocal agreement	-	588,334
Local contribution	272,142	723,283
Investment income	16,820	11,349
Other income	477,662	2,819
Total revenues	19,688,438	10,728,949
Expenditures:		
Transportation planning	16,925,663	10,935,372
Total expenditures	16,925,663	10,935,372
Excess of revenues over expenses	2,762,775	(206,423)
Other financing resources	1,610	-
Change in fund balance	2,764,385	(206,423)
Fund balance, beginning of year	520,271	726,694
Fund balance, end of year	\$ 3,284,656	\$ 520,271

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Broward Metropolitan Planning Organization  
Management's Discussion and Analysis (Continued)  
June 30, 2024

**Government-Wide Financial Analysis**

The following table reflects the condensed government-wide statements of net position as of June 30:

	Net Position	
	2024	2023
Assets:		
Current assets	\$ 5,603,831	\$ 4,818,413
Capital assets, net	423,076	1,698,060
Total assets	6,026,907	6,516,473
Total deferred outflows of resources	3,765,817	3,352,101
Liabilities:		
Current liabilities	2,687,612	4,663,181
Noncurrent liabilities	8,673,329	6,560,406
Total liabilities	11,360,941	11,223,587
Total deferred inflows of resources	624,086	761,810
Net position:		
Net investment in capital assets	(1,557,366)	22,109
Unrestricted (deficit)	(634,937)	(2,138,932)
Total net position (deficit)	\$ (2,192,303)	\$ (2,116,823)

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Broward Metropolitan Planning Organization  
Management's Discussion and Analysis (Continued)  
June 30, 2024

The following table reflects the Organization's change in net position for the years ended June 30, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Change in Net Position		
Revenues:		
Federal and state grants	\$ 18,921,814	\$ 9,403,164
Interlocal agreement	-	588,334
Local contribution	272,142	723,283
Investment income	16,820	11,349
Other income	479,272	2,819
Total revenues	<u>19,690,048</u>	<u>10,728,949</u>
Expenses:		
Transportation planning	<u>19,765,528</u>	<u>10,734,572</u>
Total expenses	<u>19,765,528</u>	<u>10,734,572</u>
Change in net position	(75,480)	(5,623)
Net position (deficit), beginning of year	<u>(2,116,823)</u>	<u>(2,111,200)</u>
Net position (deficit), end of year	<u><u>\$ (2,192,303)</u></u>	<u><u>\$ (2,116,823)</u></u>

Governmental Accounting Standards Board ("GASB") requires certain long-term liabilities to be recorded at government-wide, which include pension liabilities and compensated absences. These liabilities significantly contribute to the government-wide deficit.

The net pension liability is related to the Organization's participation in the Florida Retirement System ("FRS") multi-employer pension plans. Employers are required to make annual contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience and the actuarial experience of the trust fund.

### Capital Assets and Debt Administration

The Organization's capital assets, less accumulated depreciation and amortization, for its governmental activities as of June 30, 2024, amounts to \$423,076 which consists of furniture and equipment and intangible right to use assets, as compared to \$1,698,060 at June 30, 2023.

As of June 30, 2024, the Organization had \$1,348,186 in outstanding lease obligation, as compared to \$1,359,821 at June 30, 2023.

Broward Metropolitan Planning Organization  
Management's Discussion and Analysis (Continued)  
June 30, 2024

**General Fund Budgetary Highlights**

An operating budget for the General Fund was adopted by the governing board for the Organization and subsequently approved by various agencies. The General Fund budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The budget to actual comparisons for the General Fund, including the original and final adopted budget, is shown on page 29.

The Organization experienced an unfavorable variance in revenues compared to the General Fund budget in the amount of \$1,655,010, which is due to the timing of transportation planning projects. The Organization also experienced a favorable variance in expenditures compared to the General Fund budget in the amount of \$3,276,110.

**Economic Factors and Next Year's Budgets and Rates**

Revenues and expenditures for the fiscal year 2024 adopted budget for the General Fund of the Organization total \$ 21,343,448.

During fiscal year 2023, the Organization approved the Transportation Improvement Program for fiscal years 2023-2027, which includes the following projects:

- 43 bicycle/pedestrian projects worth approximately \$100 million
- 16 major infrastructure projects worth approximately \$15 million
- 7 transportation planning projects worth approximately \$45 million
- 3 transit projects worth approximately \$5 million

In addition, the Organization has approximately \$14,943,000 in FTA Flex Funds available for various projects. The Organization's fiscal plan includes repaying the amounts due to City of Fort Lauderdale prior to the end of fiscal year June 30, 2024.

We are also evaluating our Local Contributions that are received from our members to ensure the rates established in 2018 are sufficient with growth since then and the expected future growth of the Organization.

The estimated net pension liability at June 30, 2024 is approximately \$7,358,000 which is an increase from the June 30, 2023 net pension liability of approximately \$5,264,000.

**Request for Information**

This financial report is designed to provide a general overview of Broward Metropolitan Planning Organization finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Broward Metropolitan Planning Organization, 100 West Cypress Creek Road, 6th Floor, Suite 650 Fort Lauderdale, Florida 33309.

Final DRAFT

**Basic Financial Statements**

**Broward Metropolitan Planning Organization**  
**Statement of Net Position**  
**June 30, 2024**

	<u>Governmental Activities</u>
<b>Assets:</b>	
Cash and cash equivalents	\$ 2,396,021
Due from governmental agencies	3,129,128
Other receivables	23,485
Prepaid expenses	55,197
Capital assets, net of accumulated depreciation and amortization	<u>423,076</u>
Total assets	<u>6,026,907</u>
<b>Deferred outflows of resources:</b>	
Deferred pension outflows	<u>3,765,817</u>
<b>Liabilities:</b>	
Accounts payable and accrued liabilities	1,438,771
Due to other agency	2,500
Unearned revenue	877,904
Due within one year:	
Lease	334,923
Compensated absences	33,514
Due in more than one year:	
Lease	1,013,263
Compensated absences	301,625
Net pension liability	<u>7,358,441</u>
Total liabilities	<u>11,360,941</u>
<b>Deferred inflows of resources:</b>	
Deferred pension inflows	<u>624,086</u>
<b>Net position:</b>	
Net investment in capital assets	(1,557,366)
Unrestricted (deficit)	<u>(634,937)</u>
Total net position (deficit)	<u><u>\$ (2,192,303)</u></u>

The accompanying notes are an integral part of the financial statements

**Broward Metropolitan Planning Organization  
Statements of Activities  
Year Ended June 30, 2024**

<b>Functions/Programs</b>	<u>Expenses</u>	<u>Programs Revenues Operating Grants and Contributions</u>	<u>Government Activities Net Revenue (Expense) and Change in Net Position</u>
Governmental activities:			
Transportation planning	\$ 19,765,528	\$ 19,193,956	\$ (571,572)
Total governmental activities	<u>19,765,528</u>	<u>19,193,956</u>	<u>(571,572)</u>
General revenues:			
Investment income			16,820
Other income			479,272
Total general revenues			<u>496,092</u>
Change in net position			(75,480)
Net position, beginning of year			<u>(2,116,823)</u>
Net position, end of year			<u>\$ (2,192,303)</u>

The accompanying notes are an integral part of the financial statements

**Broward Metropolitan Planning Organization  
Balance Sheet  
Governmental Fund  
June 30, 2024**

	General Fund
<b>Assets:</b>	
Cash and cash equivalents	\$ 2,396,021
Due from governmental agencies	3,129,128
Other receivables	23,485
Prepaid expenses	55,197
Total assets	5,603,831
<b>Liabilities:</b>	
Accounts payable and accrued liabilities	1,438,771
Due to other agency	2,500
Unearned revenue	877,904
Total liabilities	2,319,175
<b>Fund Balance:</b>	
Non-spendable	
Prepaid items	55,197
Unassigned	3,229,459
Total fund balance	3,284,656
Total liabilities and fund balance	\$ 5,603,831

Final DRAFT

**Broward Metropolitan Planning Organization**  
**Reconciliation of the Balance Sheet to the Statement of Net Position**  
**Governmental Fund**  
**June 30, 2024**

**Fund Balance – Total Governmental Fund** \$ 3,284,656

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental fund.

Governmental capital assets	\$ 2,213,995	
Less accumulated depreciation	<u>(1,790,919)</u>	423,076

Long-term liabilities not due and payable in the current period and, therefore, are not reported in the governmental fund.

Lease	(1,348,186)	
Compensated absences	(335,139)	
Net pension liability	<u>(7,358,441)</u>	<u>(9,041,766)</u>

Certain funds related to pension assets and liabilities are not reported in the governmental fund.

Pension related deferred outflows	3,765,817	
Pension related deferred inflows	<u>(624,086)</u>	<u>3,141,731</u>

**Total Net Position (Deficit) – Governmental Activities** \$ (2,192,303)

**Broward Metropolitan Planning Organization**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Fund**  
**Years Ended June 30, 2024**

	General Fund
Revenues:	
Federal and state grants	\$ 18,921,814
Local contributions	272,142
Investment income	16,820
Other income	477,662
Total revenues	19,688,438
Expenses:	
Current:	
Transportation planning:	
Personnel services	6,983,068
Professional and consulting	7,491,463
Operation and maintenance	1,400,460
Occupancy	692,862
Miscellaneous expense	33,386
Debt service:	
Principal payments	316,130
Interest expense	8,294
Total expenses	16,925,663
Excess of revenues over expenses	2,762,775
Other financing sources	
Sale of assets	1,610
Total other financing sources	1,610
Change in fund balance	2,764,385
Fund balance, beginning of year	520,271
Fund balance, end of year	\$ 3,284,656

The accompanying notes are an integral part of the financial statements

**Broward Metropolitan Planning Organization**  
**Reconciliation Statement of Revenues, Expenditures, and Changes in Fund Balances to the**  
**Statement of Activities**  
**Governmental Fund**  
**Years Ended June 30, 2024**

**Change in Fund Balance – Total Governmental Fund** \$ 2,764,385

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the statement of activities, these costs are allocated over their estimated useful lives as a provision for depreciation and amortization.

Cost of capital assets	\$ -	
Provision for amortization of right of use asset	(1,524,101)	
Provision for depreciation	<u>(55,378)</u>	(1,579,479)

Repayment of debt is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. 316,130

Certain changes related to pension assets and liabilities are not reported in the net change in the governmental fund.

Change in deferred outflows		137,724
Change in deferred inflows		413,716

Some expenses reported in the statement of activities require the use of current financial resources and, therefore not reported as expenditures in the governmental fund.

Change in compensated absences		(33,982)
Change in the net pension liability		<u>(2,093,974)</u>

**Total Net Position (Deficit) – Governmental Activities** \$ (75,480)

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 1 – ORGANIZATION AND OPERATIONS**

Broward Metropolitan Planning Organization (the “Organization”) is a transportation policy-making board comprised of 25 voting members including representatives from Broward County municipalities, the South Florida Regional Transportation Authority/Tri-Rail, the Broward County School Board, and Broward County Commissioners. There are an additional 13 alternate members of the board, who have voting rights when others are absent. The Organization is responsible for transportation planning and funding allocations in Broward County. The Organization works with the public, planning organizations, government agencies, elected officials, and community groups to address transportation needs and develop transportation plans.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Financial Reporting Entity:** The financial statements were prepared in accordance with government accounting standards which establishes standards for defining and reporting on the financial reporting entity. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of its officials. The governmental reporting entity consists of the Organization and its component units. Component units are legally separate entities for which the Board of Directors is financially accountable or other entities whose nature and significant relationship with the Organization are such that exclusion would cause the Organization’s financial statements to be misleading. Financial accountability is defined as the appointment of a voting majority of the component unit’s board, and (i) either the Organization’s ability to impose its will on the entity or (ii) there is potential for the entity to provide a financial benefit to or impose a financial burden on the Organization. Based upon the application of these criteria, there were no entities that met the criteria described above.

**Government-Wide and Fund Financial Statements:** The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Organization.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment, are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not properly included among program revenues are reported instead as general revenues.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Organization considers revenues to be available if they are collected within sixty days of the end of the current fiscal period, except for grant revenues, which are considered available if collection is expected within 12 months after year end. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, compensated absences and pension liabilities are recorded as expenditures only when payment is due.

Revenues for expenditure driven grants are recognized when the qualifying expenditures are incurred. All other revenue items are considered to be measurable and available only when cash is received by the Organization.

The Organization reports the following major governmental fund:

The General Fund is the Organization's primary operating fund and its only governmental fund. It accounts for all financial resources of the Organization.

The Organization does not maintain any proprietary funds.

**Cash and cash equivalents:** Cash and cash equivalents are defined as cash on hand and demand deposits. The Organization maintains deposits at financial institutions which at times exceed federally insured amounts. Deposit accounts are maintained with what management believes to be quality financial institutions.

**Due from governmental agencies:** Amounts due to the Organization by governments or agencies are for grants or programs under which the services have been provided.

**Capital assets:** Capital assets, which include furniture and equipment, are reported in the applicable governmental columns in the government-wide financial statements. Capital assets are defined by the Organization as assets with an initial, individual cost of more than \$5,000 and estimated useful lives in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital assets of the Organization are depreciated using the straight-line method over the following estimated useful lives:

Furniture and Equipment      3-10 years

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The Organization has recorded a right to use lease asset as a result of implementing GASB 87. The right to use asset is initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The right to use asset is amortized on a straight-line basis over the life of the related lease.

**Due to other agency:** Amounts due to other agency are advanced monies made to the Organization for the payment of operational expenses in accordance with the Organization's current budget and adopted Unified Planning Work Program.

**Compensated absences:** The Organization maintains personnel records that allow it to determine the cumulative number of unused paid time off available to its employees. This allows the Organization to determine its future liability for these compensated absences.

**Deferred outflows/inflows of resources:** In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Organization has one item that qualifies for reporting in this category. The item is the deferred outflows related to the pension plan and discussed in further detail in Note 7.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Organization has one item that qualifies for reporting in this category. The item is the deferred inflows related to the pension plan and discussed in further detail in Note 7.

**Net position:** Net position is classified in three categories. The general meaning of each is as follows:

- Net investment in capital assets - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any borrowings that are attributable to the acquisition, construction or improvement of those assets.
- Restricted net position - consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- Unrestricted - all other net position that do not meet the definition of "restricted" or "net investment in capital assets."

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Fund balance:** The Organization follows GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement requires that governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Organization is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable - This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.
- Restricted - This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed - This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Organization’s Board of Directors (the “Board”). These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.
- Assigned - This classification includes amounts that are constrained by the Organization’s intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board or through the Board delegating this responsibility to the Organization’s management.
- Unassigned - This classification includes the residual fund balance for the General Fund.

The Organization considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the Organization would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

**Use of estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts of assets, liabilities, deferred inflows/outflows, disclosures of contingent liabilities, revenues and expenditures/expenses reported in the financial statements and accompanying notes. These estimates include assessing the collectability of receivables and the useful lives of capital assets. Although these estimates as well as all estimates are based on management’s knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

**Broward Metropolitan Planning Organization  
Notes to Financial Statements  
Year Ended June 30, 2024**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Date of management’s review: Subsequent events were evaluated by management through January X, 2025, which is the date the financial statements were available to be issued.

**NOTE 3 – CASH AND CASH EQUIVALENTS**

At year end, the carrying amount of the Organization’s deposits was \$2,396,021 and the bank balance was \$2,241,489.

The Organization maintains deposits with “Qualified Public Depositories” as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses.

Under this method, all the Organization’s deposits are fully insured or collateralized at the highest level of security as defined by Governmental Accounting Standards Board, Statement Number 40, *Deposits and Investment Disclosures*.

**NOTE 4 – CAPITAL ASSETS**

Capital asset activity for the year ended June 30, 2024 was as follows:

	Beginning Balance	Additions	Retirements	Ending Balance
Governmental activities:				
Capital assets being depreciated/amortized:				
Furniture and equipment	\$ 1,173,072	\$ -	\$ -	\$ 1,173,072
Intangible right to use:				
Office space	2,260,529	-	(1,219,606)	1,040,923
Total being depreciated/amortized	3,433,601	-	(1,219,606)	2,213,995
Less accumulated depreciation/amortization for:				
Furniture and equipment	(1,065,755)	(50,727)	-	(1,116,482)
Intangible right to use:				
Office space	(669,786)	(4,651)	-	(674,437)
Total accumulated depreciation	(1,735,541)	(55,378)	-	(1,790,919)
Governmental activities capital assets, net	<u>\$ 1,698,060</u>	<u>\$ (55,378)</u>	<u>\$ (1,219,606)</u>	<u>\$ 423,076</u>

The provision for depreciation and amortization for the year ended June 30, 2024 amounted to \$55,378. The Organization allocated the depreciation and amortization to transportation planning.

**Broward Metropolitan Planning Organization  
Notes to Financial Statements  
Year Ended June 30, 2024**

**NOTE 5 – DUE TO OTHER AGENCY**

The Organization entered into an inter-local agreement with the City of Fort Lauderdale (the “City”) to provide advance monies for the payment of operational expenses in accordance with the Organization's current budget and adopted Unified Planning Work Program. The Organization is required to reimburse the City quarterly in accordance with the agreement. At June 30, 2024, the Organization had repaid the City in accordance with the agreement.

**NOTE 6 – LONG-TERM LIABILITIES**

The following is a summary of the changes in the long-term liabilities of the Organization for the year ended June 30, 2024:

	Beginning Balance	Additions	Deletions	Ending Balance	Due within one year
<b>Governmental activities:</b>					
Compensated absences	\$ 301,157	\$ 33,982	\$ -	\$ 335,139	\$ 33,514
Net pension liability	5,264,467	2,093,974	-	7,358,441	-
Total governmental	<u>\$ 5,565,624</u>	<u>\$ 2,127,956</u>	<u>\$ -</u>	<u>\$ 7,693,580</u>	<u>\$ 33,514</u>

**NOTE 7 – FLORIDA RETIREMENT SYSTEM**

As provided by Chapters 121 and 112, Florida Statutes, the Florida Retirement System (“FRS”) provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan (“Pension and/or FRS Plan”) and the Retiree Health Insurance Subsidy (“HIS Plan”). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by calling (877) 377-1737 or by visiting the website:

[http://www.dms.myflorida.com/workforce\\_operations/retirement/publications](http://www.dms.myflorida.com/workforce_operations/retirement/publications).

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)**

**Pension Plan:**

**Plan Description** - The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (“DROP”) for eligible employees.

**Benefits Provided** - Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of credited service or 25 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service.

Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary for each year of credited service. Senior Management Service class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% of their final average compensation based on the five highest years of salary for each year of credited service. Elected Officers’ class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% (3.33% for judges and justices) of their final average compensation based on the five highest years of salary for each year of creditable service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of creditable service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers’ class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before August 1, 2011, the annual cost of living adjustment (“COLA”) is three percent per year. The COLA formula for retirees with an effective retirement date or DROP begin date on or after August 1, 2011, will be the sum of the pre-July 2011 service credit divided by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)**

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

**Contributions** - Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from July 1, 2022 through June 30, 2023, were as follows: Regular - 10.82%; Special Risk Administrative Support - 37.76%; Special Risk - 25.89%; Senior Management Service - 29.01%; Elected Officers' - 51.42%; and DROP participants - 18.34%. These employer contribution rates include 1.66% HIS Plan subsidy for the period from July 1, 2023 through June 30, 2024.

**HIS Plan:**

**Plan Description** - The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

**Benefits Provided** - For the fiscal year ended June 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

**Contributions** - The HIS Plan is funded by required contributions from FRS participating employer's asset by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2024, the HIS contribution for the period from July 1, 2023 through June 30, 2024 was 1.66%. The Organization contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

**Broward Metropolitan Planning Organization  
Notes to Financial Statements  
Year Ended June 30, 2024**

**NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)**

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

- At June 30, 2024, the Organization reported liabilities of \$5,510,171 for its proportionate share of the Pension Plan's net pension liability and \$ 1,848,270 for its proportionate share of the HIS Plan's net pension liability, for a total net pension liability of \$7,358,441. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The Organization's proportion of the net pension liability was based on a projection of the Organization's 2023-24 fiscal year contributions relative to the 2023-24 fiscal year contributions of all participating members. At June 30, 2024, the Organization's proportion was 0.013828377% for the FRS Plan and 0.11638003% for the HIS Plan, which was a decrease of 0.002629945% and 0.00127365%, respectively from its proportion measured as of June 30, 2023.

For the year ended June 30, 2024, the Organization recognized pension expense of \$864,642 for the Pension Plan and \$677,892 for the HIS Plan for a total pension expense of \$1,542,534.

At June 30, 2024, the Organization reported deferred outflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources		
	Pension Plan	HIS Plan	Total
Difference between expected and actual experience	\$ 517,357	\$ 27,057	\$ 544,414
Change of assumptions	359,199	48,590	407,789
Net difference between projected and actual earnings of Pension Plan investments	230,120	954	231,074
Change in proportion and differences between Organization Pension Plan contributions and proportionate share of contributions	1,379,329	408,919	1,788,248
Organization contributions subsequent to measurement date	694,825	99,467	794,292
	<u>\$ 3,180,830</u>	<u>\$ 584,987</u>	<u>\$ 3,765,817</u>

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)**

At June 30, 2024, the Organization reported deferred inflows of resources related to pensions from the following sources:

Description	Deferred Inflows of Resources		
	Pension Plan	HIS Plan	Total
Difference between expected and actual experience	\$ -	\$ 4,338	\$ 4,338
Change of assumptions	-	160,159	160,159
Change in proportion and differences between City Pension Plan contributions and proportionate share of contributions	395,571	64,018	459,589
	<u>\$ 395,571</u>	<u>\$ 228,515</u>	<u>\$ 624,086</u>

Deferred outflows of resources related to the Pension Plan and HIS Plan, totaling \$794,292 related to employer contributions paid subsequent to the measurement date and prior to the employer's fiscal year end will be recognized as a reduction of the net pension liability in the subsequent reporting period ending June 30, 2024.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the pension plan will be recognized in pension expense as follows:

Year Ended	Pension Plan	HIS Plan	Total
June 30,			
2025	\$ 376,289	\$ 108,861	\$ 485,150
2026	334,775	97,741	432,516
2027	145,990	82,938	228,928
2028	84,424	31,396	115,820
2029	42,280	17,091	59,371
Thereafter	-	6,873	6,873

**Broward Metropolitan Planning Organization  
Notes to Financial Statements  
Year Ended June 30, 2024**

**NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)**

**Actuarial Assumptions** - The Florida Retirement System Actuarial Assumption Conference is responsible for setting the assumptions used in the funding valuations of both pension plans pursuant to section 216.136 (10), Florida Statutes. The Pension Plan’s valuation is performed annually. The HIS Plan has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the Pension Plan was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because the HIS Plan is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the Pension Plan. The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	Pension Plan	HIS Plan
Inflation	2.40%	2.40%
Salary increases	3.25%, average, including inflation	3.25%, average, including inflation
Investment rate of return	6.80%, net of pension plan investment expense, including inflation	N/A
Actuarial cost method	Individual entry age	Individual entry age
Mortality table	PUB-2010 with Projected Scale MP-2018	PUB-2010 with Projected Scale MP-2018

**Long-term Expected Rate of Return** - The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy’s description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.6%	2.6%	1.1%
Fixed income	19.8%	4.4%	4.4%	3.2%
Global equity	54.0%	8.8%	7.3%	17.8%
Real estate	10.3%	7.4%	6.3%	15.7%
Private equity	11.1%	12.0%	8.9%	26.3%
Strategic investments	3.8%	6.2%	5.9%	7.8%
Total	<u>100.0%</u>			
Assumed Inflation - Mean			2.4%	1.3%

(1) As outlined in the Pension Plan's investment policy.

**Broward Metropolitan Planning Organization  
Notes to Financial Statements  
Year Ended June 30, 2024**

**NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)**

**Discount Rate** - The discount rate used to measure the total pension liability was 6.70% for the Pension Plan. The Pension Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

The discount rate used to measure the total pension liability was 3.54% for the HIS Plan. In general, the discount rate for calculating the HIS Plan’s total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS Plan benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the municipal bond rate of 2.16% was used to determine the total pension liability. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

**Sensitivity of the Organization’s Proportionate Share of the Net Position Liability to Changes in the Discount Rate** - The following table represents sensitivity of the Organization’s proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis, below, shows the impact of the Organization’s proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2024.

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
Organization's proportionate share of the net pension liability for pension plan	\$ 9,412,493	\$ 5,510,171	\$ 2,245,411
	1% Decrease 2.54%	Current Discount Rate 3.54%	1% Increase 4.54%
Organization's proportionate share of the net pension liability for HIS plan	\$ 2,108,588	\$ 1,848,270	\$ 1,632,484

**Broward Metropolitan Planning Organization  
Notes to Financial Statements  
Year Ended June 30, 2024**

**NOTE 8 – FEDERAL AND STATE GRANTS**

The Organization receives significant funding from federal and state grants. The following are some of the significant grants that the Organization receives on a recurring basis:

**Federal Highway Administration (FHWA) Grants** - The FHWA-PL grants represent apportionments under 23 USC Section 104(f) made to the Organization through the State of Florida Department of Transportation. The FHWA-PL grants reimburse 100% of allowable expenditures claimed by the Organization. The FHWA-PL grant is a cost reimbursement grant.

**Federal Transit Administration (FTA) Grants** - The FTA apportions funds annually for the Section 5305d Metropolitan Planning Program. The apportionment is based on the State's urbanized area population as defined by the U.S. Census Bureau and is made to the Organization through the State of Florida Department of Transportation.

The FTA grants provided for the undertaking of metropolitan planning activities pursuant to 49 USC Section 5305d (previously known as Section 8 of the Federal Transit Act). Under Section 5305d, FTA participates in 100% of allowable costs claimed by the Organization. The FTA grant is a cost reimbursement grant.

**Florida Commission for the Transportation Disadvantaged Planning Grant** - The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the application and policy manual for Transportation Disadvantaged Planning related services. This grant is a fixed cost grant.

During the year ended June 30, 2024, funding from federal and state agencies is summarized as follows:

FHWA - PL Grant	\$	16,253,393
FTA Sect 5305d Grant		147,334
Plantation/Sunrise in Broward - Planning Study		136,520
Transportation Disadvantaged Grant		63,673
Urbanized Area Formula Program - Interface w/ MDT & SFRTA		258,828
FTA FTAT-SU Grant		197,044
Safe Streets and Roads for all		1,235,500
FTA State Road 7		557,040
		557,040
	\$	18,849,332

**Broward Metropolitan Planning Organization**  
**Notes to Financial Statements**  
**Year Ended June 30, 2024**

**NOTE 9 – INTERLOCAL AGREEMENTS**

During a previous fiscal year, the Organization and the Broward County Board of Commissioners signed an interlocal agreement, with an expiration date of December 31, 2024 and an automatic one-year annual renewal. The purpose of this agreement is to provide funding for the Organization to annually review, rank and prioritize municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity. It is funded by Broward County using proceeds from a 1% transportation surtax approved by voters in November 2018. The County is expected to pay the Organization annually for Transportation Surtax Services, a maximum not-to-exceed amount of \$518,440, which will increase at a rate of 5% each calendar year. The agreement is advance-funded with unspent advances recorded as unearned revenue until qualifying expenditures are incurred. As of June 30, 2024, the Organization had received total cumulative advanced funding of \$2,872,961, of which \$486,683 is recognized as current year income and \$391,221 is unearned; the remaining \$1,995,057 was recognized as income in the prior years.

**NOTE 10 – LEASE**

The Organization entered into a non-cancelable office space lease agreement for a ten (10) year period, commencing on April 1, 2017. The lease provides for base lease payments of \$ 26,835 per month and escalates annually by 2.50%, throughout the remainder of the lease. In addition to base rent, the Organization is also responsible for monthly additional rent based on its proportional share (based on square footage) of operating expenses of the building and property. The Landlord provides a yearly estimate to the Organization of its proportional share of operating expenses of which the Organization pays in equal monthly installments. At year end, the Landlord provides actual operating expenses for the year. The Organization either pays additional rent or receives a refund based upon the difference between the proportionate share of actual operating expenses and the additional rent payments made during the year.

This lease agreement qualifies as an other than short-term lease under GASB 87 and, therefore, has been recorded at the present value of the future minimum lease payments as of the implementation date of June 30, 2021. The discount rate used to recognize the intangible right to use asset and the lease liability was 3%.

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**Broward Metropolitan Planning Organization  
Notes to Financial Statements  
Year Ended June 30, 2024**

**NOTE 10 – LEASE (CONTINUED)**

The following is a schedule of the Organization’s future base rent payments as of June 30, 2024:

Year Ending June 30,	Principal	Interest	Total
2025	\$ 334,923	\$ 36,240	\$ 371,163
2026	354,517	25,925	380,442
2027	374,942	15,011	389,953
2028	283,804	3,724	287,528
2029	-	-	-
Thereafter	-	-	-
Total governmental	<u>\$ 1,348,186</u>	<u>\$ 80,900</u>	<u>\$ 1,429,086</u>

The lease activity of the year ended June 30, 2024 is as follows:

	Balance July 1, 2023	Additions	Deletions	Balance June 30, 2024	Due Within One Year
Lease - office space	\$ 1,359,821	\$ -	\$ 11,635	\$ 1,348,186	\$ 334,923

**NOTE 10 – CONTINGENCIES**

**Risk management:** The Organization is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Organization purchases insurance through the Florida Municipal Insurance Trust. There were no claims during the fiscal year.

**Grants contingency:** Federal and state programs in which the Organization participates are subject to audit by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. In the opinion of management, future disallowances of grant expenditures, if any, would not have a material adverse effect on the financial condition of the Organization.

**Required Supplementary  
Information**

**Broward Metropolitan Planning Organization**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget to Actual – General Fund**  
**Year Ended June 30, 2024**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<b>Revenues:</b>				
Federal and state grants	\$ 19,705,643	\$ 19,705,643	\$ 18,921,814	\$ (783,829)
Interlocal agreement	1,194,132	1,194,132	-	(1,194,132)
Local contributions	443,673	443,673	272,142	(171,531)
Investment income	-	-	16,820	16,820
Other income	-	-	477,662	477,662
Total revenues	<u>21,343,448</u>	<u>21,343,448</u>	<u>19,688,438</u>	<u>(1,655,010)</u>
<b>Expenditures:</b>				
Current:				
Transportation planning	19,885,643	19,885,643	16,601,239	3,284,404
Debt service:				
Principal payments	316,130	316,130	316,130	-
Interest expense	-	-	8,294	(8,294)
Total expenditures	<u>20,201,773</u>	<u>20,201,773</u>	<u>16,925,663</u>	<u>3,276,110</u>
Other financing sources	-	-	1,610	1,610
Net change in fund balance	<u>\$ 1,141,675</u>	<u>\$ 1,141,675</u>	<u>\$ 2,764,385</u>	<u>\$ 1,622,710</u>

Final DRAFT

See the accompanying notes.

**Broward Metropolitan Planning Organization**  
**Notes to Budgetary Comparison Schedules**  
**June 30, 2024**

**NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING**

The Organization prepares its budget for the General Fund on the basis consistent with accounting principles generally accepted in the United States of America. The Organization follows these procedures in establishing the budgetary data reflected in the basic financial statements.

- Every two years, in February, the Organization requests comments from the general public of Broward County and associated local governmental agencies related to the proposed budget and projects to be considered for the two-year period that commences on July 1. After review and consideration of those comments, the budget is then formally presented to the Organization Board by the Executive Director in March. The operating budget includes proposed expenditures and the means of financing them.
- Prior to July 1, the budget is legally enacted through Board adoption and subsequent approval by the Federal Highway Administration and the Federal Transit Administration.

Final DRAFT

**Broward Metropolitan Planning Organization  
Schedule of Proportionate Share of Net Pension Liability  
Florida Retirement System Pension Plan  
Last 10 Fiscal Years\*  
(Unaudited)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Organization's proportion of the net pension liability (asset)	0.013828377%	0.011198429%	0.013463453%	0.010387293%	0.007187858%	0.006088507%	0.005466282%	0.005264737%	0.004900529%	0.004499847%
Organization's proportion share of the net pension liability (asset)	\$ 5,510,171	\$ 4,166,716	\$ 1,017,011	\$ 4,502,006	\$ 2,475,398	\$ 1,833,890	\$ 1,616,890	\$ 1,329,350	\$ 632,969	\$ 274,557
Organization's covered-employee payroll	4,972,152	3,923,740	3,963,031	3,007,965	2,270,120	1,870,648	1,533,342	1,394,608	1,246,086	1,178,782
Organization's proportion share of the net pension liability (asset) as a percentage of its covered-employee payroll	110.82%	106.19%	25.66%	149.67%	109.04%	98.04%	105.45%	95.32%	50.80%	23.29%
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

\* Amount represented for each fiscal year were determined as of 6/30.

**Broward Metropolitan Planning Organization  
Schedule of Proportionate Share of Net Pension Liability  
Retiree Health Insurance Subsidiary Program  
Last 10 Fiscal Years\*  
(Unaudited)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Organization's proportion of the net pension liability (asset)	0.011638003%	0.010364358%	0.011181902%	0.008666713%	0.006787563%	0.005727325%	0.004810531%	0.004517577%	0.004107306%	0.003967430%
Organization's proportion share of the net pension liability (asset)	\$ 1,848,270	\$ 1,097,751	\$ 1,371,628	\$ 1,058,192	\$ 759,460	\$ 606,186	\$ 514,364	\$ 526,505	\$ 418,881	\$ 370,964
Organization's covered-employee payroll	4,972,152	3,923,740	3,963,031	3,007,965	2,270,120	1,870,648	1,533,342	1,394,608	1,246,086	1,178,782
Organization's proportion share of the net pension liability (asset) as a percentage of its covered-employee payroll	37.17%	27.98%	34.61%	35.18%	33.45%	32.41%	33.55%	37.75%	33.62%	31.47%
Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

\* Amount represented for each fiscal year were determined as of 6/30.

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**Broward Metropolitan Planning Organization  
Schedule of Contributions  
Florida Retirement System Pension Plan  
Last 10 Fiscal Years\*  
(Unaudited)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 665,234	\$ 477,857	\$ 512,899	\$ 345,124	\$ 222,875	\$ 187,617	\$ 153,472	\$ 138,711	\$ 127,347	\$ 110,198
Contributions in related to the contractually required contribution	(665,234)	(477,857)	(512,899)	(345,124)	(222,875)	(187,617)	(153,472)	(138,711)	(127,347)	(110,198)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered-employee payroll	4,972,152	3,923,740	3,963,031	3,007,965	2,270,120	1,870,648	1,533,342	1,394,608	1,246,086	1,178,782
Contributions as a percentage of covered payroll	13.38%	12.18%	12.94%	11.47%	9.82%	10.03%	10.01%	9.95%	10.22%	9.35%

\* Amount represented for each fiscal year were determined as of 6/30.

Final DRAFT

**Broward Metropolitan Planning Organization  
Schedule of Contributions  
Retiree Health Insurance Subsidy Program  
Last 10 Fiscal Years\*  
(Unaudited)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 76,557	\$ 62,713	\$ 65,727	\$ 49,942	\$ 37,691	\$ 31,053	\$ 25,453	\$ 23,150	\$ 15,701	\$ 14,145
Contributions in related to the contractually required contribution	<u>(76,557)</u>	<u>(62,713)</u>	<u>(65,727)</u>	<u>(49,942)</u>	<u>(37,691)</u>	<u>(31,053)</u>	<u>(25,453)</u>	<u>(23,150)</u>	<u>(15,701)</u>	<u>(14,145)</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Covered-employee payroll	4,972,152	3,923,740	3,963,031	3,007,965	2,270,120	1,870,648	1,533,342	1,394,608	1,246,086	1,178,782
Contributions as a percentage of covered payroll	1.54%	1.60%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.26%	1.20%

\* Amount represented for each fiscal year were determined as Of 6/30.

Final DRAFT

**Compliance Section**  
Final DRAFT

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors  
Broward Metropolitan Planning Organization

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Broward Metropolitan Planning Organization (the ‘Organization’), as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Organization’s, basic financial statements, and have issued our report thereon dated January X, 2025.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Organization’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida

January X, 2025

Final DRAFT

**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM AND STATE PROJECT AND REPORT ON INTERNAL  
CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND  
CHAPTER 10.550, RULES OF THE FLORIDA AUDITOR GENERAL**

To the Board of Directors  
Broward Metropolitan Planning Organization

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Broward Metropolitan Planning Organization’s (the “Organization”) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization’s major federal programs for the fiscal year ended June 30, 2024. The Organization’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2024.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization’s compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization’s federal programs.

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### ***Report on Internal Control over Compliance***

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a

combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida  
January X, 2025

Final DRAFT

**Broward Metropolitan Planning Organization  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2024**

<u>Federal Agency/Federal Program</u>	<u>CFDA Number</u>	<u>Contract/ Grant Number</u>	<u>Expenditures</u>	<u>Transfers to Subrecipients</u>
<b>Federal Agency Name:</b>				
Direct Programs:				
U.S. Department of Transportation Federal Highway Administration	20.939	693JJ32340049	\$ 1,230,909	\$ -
Indirect Programs:				
Federal Department of Transportation Passed through Florida Department of Transportation - Highway and Planning Construction	20.205	G1O57	13,233,014	-
Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research	20.505	G1V43	76,530	-
Alternatives Analysis (AA) Discretionary Grant Program	20.522	FL95X169	557,040	557,040
Federal Transit Formula Grant	20.507	FL95X106	253,740	-
	20.507	FL95X110	23,667	-
	20.507	FL95X141	141,271	-
	20.507	FL95X149	197,044	-
			<u>615,722</u>	-
<b>State of Florida Agency Name:</b>				
Indirect Programs:				
Florida Commission for Transportation Disadvantage	CSFA: 55.002	G2173	57,778	-
Total Expenditures of Federal awards			<u>\$ 15,770,993</u>	<u>\$ 557,040</u>

Final DRAFT

**Broward Metropolitan Planning Organization**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**June 30, 2024**

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) includes the federal award activity of Broward Metropolitan Planning Organization (the “Organization”) for the year ended June 30, 2023. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Organization.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**NOTE 3 – INDIRECT COST RATE**

The Organization did not elect to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

**NOTE 4 - CONTINGENCY**

The grant revenue amounts received are subject to audit and adjustment. If any expenditures or expenses are disallowed by the grantor agencies as a result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of the Organization. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreements and applicable federal and state laws and other applicable regulations.



**Broward Metropolitan Planning Organization  
Schedule of Findings and Questioned Costs (Continued)  
Year Ended June 30, 2023**

**Section II – Financial Statement Findings**

None reported.

**Section III – Federal Awards Findings and Questioned Costs**

None reported.

**Section IV – Prior-Year Audit Findings**

None reported.

Final DRAFT

**INDEPENDENT ACCOUNTANT’S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Directors  
Broward Metropolitan Planning Organization

We have examined Broward Metropolitan Planning Organization’s (the “Organization”) compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended June 30, 2024. Management is responsible for the Organization’s compliance with those requirements. Our responsibility is to express an opinion on the Organization’s compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Organization’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Organization’s compliance with specified requirements.

In our opinion, the Organization complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2024. This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Organization Commission, and is not intended to be and should not be used by anyone other than these specified parties.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida  
January X, 2025

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR  
GENERAL OF THE STATE OF FLORIDA**

To the Board of Directors  
Broward Metropolitan Planning Organization

**Report on the Financial Statements**

We have audited the financial statements of Broward Metropolitan Planning Organization (the 'Organization'), as of and for the fiscal year ended June 30, 2024, and have issued our report thereon dated January X, 2025.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated January X, 2025, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such finding or recommendations made in the preceding annual financial report.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. All related disclosures have been made in the notes to the financial statements.

**Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Organization has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined

that the Organization did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Organization. It is management's responsibility to monitor the Organization's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Special District Component Units**

Sections 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

### **Purpose of this letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Directors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida

January X, 2025



**BROWARD METROPOLITAN PLANNING  
ORGANIZATION**

**Audited Financial Statements Presentation  
February 13, 2025**

## Internal control related matters

- The purpose of our audit was to express an opinion on the financial statements taken as a whole.
- Audit included consideration of internal control over financial reporting to design audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements.
- We are not expressing an opinion on the effectiveness of Broward Metropolitan Planning Organization's internal controls.
- Our audit of the internal control was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore; they may exist as they were not identified.

# Areas of audit emphasis

## Financial Statements

### Financial Reporting

- Obtained an understanding of the Financial Reporting Process
- Reviewed the Financial Statements for conformity with GAAP
- Reviewed the disclosures ensuring applicable disclosures were included in accordance with related accounting standards.

### Revenues

- Revenues totaled \$19.7M on June 30, 2024 as compared to \$10.7M on June 30, 2023.
- A sample of significant transactions was taken for various revenue streams and tested for completeness, accuracy and presentation of the revenues recorded.

### Expenses

- Expenses totaled \$19.8M on June 30, 2024 as compared to \$10.7M on June 30, 2023.
- A sample of significant transactions was taken for various expenditure items and tested for completeness, accuracy and presentation of the expenses recorded.

### Capital Assets

- Balance of \$0.4M on June 30, 2024 as compared to \$1.7M on June 30, 2023.

### Receivables

- Balance of \$3.1M on June 30, 2024 as compared to \$2.0M on June 30, 2023

### Long Term Debt

- Balance of \$8.7M on June 30, 2024 as compared to \$6.5M on June 30, 2023.

# Conclusion:

Audit of the financial statements for the year ended ***June 30, 2024:***

Our audit was conducted in accordance with the terms established in the audit engagement letter dated ***August 15, 2024.***

Our audit is complete, and we issued an unmodified or “Clean” opinion on the financial statements on ***January 9, 2025.***

**Questions?**

**HCT**  




Metropolitan Planning Organization

**Regular Item 11.**

**Broward Metropolitan Planning Organization**

**Meeting Date: 02/13/2025**

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**SUMMARY:**

**General Counsel's Report**

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**Attachments**

General Counsel's Report

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**To: Broward MPO Board**  
**From: Alan L. Gabriel, General Counsel**  
**Date: February 4, 2025**  
**Re: Matter Review Report**  
**For February 13<sup>th</sup> Meeting**



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During the period commencing from December 4, 2024 through February 4, 2025, the General Counsel's Office has participated in or has been working on the following matters:

**Meeting Participation**

- December 12, 2024 Executive Committee Meeting
- December 12, 2024 Board Meeting
- Agenda Review Meeting(s)

**Inquiries / General Matters**

- Safe Street Summit
- Fort Lauderdale 17<sup>th</sup> Street Mobility Hub
- EPA NOFO Grant Eligibility/Requirements
- Building Lease Matters
- Audit Letter Request
- Fort Lauderdale Grant(s) Status
- FTA Grant Authorization Letter
- Federal Temporary Pause Executive Order

**County Transportation Surtax**

- BMPO Services Agreement
- Miscellaneous Inquiries

**MTECC**

- Fort Lauderdale Triparty Agreement
- Sunrise Triparty Agreement
- 17<sup>th</sup> Street Mobility Hub
- Miscellaneous Inquiries

**Procurement Matters / Agreements**

- Federal Railroad Administration (FRA) Rail Crossing Grant
- Pompano Beach Funding Agreement for Local Match – Corridor Safety Project
- All Covered Agreement
- Fort Lauderdale Subrecipient Agreement
- City/County Funding Agreement

- Deloitte Consulting Agreement
- SMART Grant Agreement – Deloitte Consulting Revisions to Task Work Order No. 3 For Software License Procurement
- GPC Task Work Order No. 16 Housing Conditions Plan
- GPC Task Work Order No. 20 Outreach Guide
- GPC Task Work Order No. 21
- GPC Task Work Order No 22 Multimodal Counts
- Building Lease Amendment For Window Treatment Improvements
- Movin’On Grant and Eligibility Requirements
- Procurement Rules Revisions
- FTA Resolution Authorizing Funding Agreements
- Termination of Surtax Services Agreement With Broward County
- Termination of Agreement with Fort Lauderdale-Mobility Hub Northern Expansion
- Subrecipient Agreement with City of Sunrise – Josh Lee Boulevard Improvements
- SS4A (Safe Streets and Roads For All) Grant – Dispute Resolution Options

#### **Human Resources Matters**

- Former Employee Complaints/Charges
- Employee Complaint Investigation
- Personal Injury Claim Review
- Miscellaneous Employee Matters

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**Broward Safety Action Plan (BSAP) Update**

**SUMMARY EXPLANATION/BACKGROUND:**

The Infrastructure Investment and Jobs Act (also referred to as the Bipartisan Infrastructure Law) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program and appropriated funds from the United States Department of Transportation (USDOT) to implement the Program. The Broward MPO and Broward County Government jointly applied for the SS4A Grant and received a \$5 million grant award from USDOT to develop the Broward Safety Action Plan (BSAP). Broward County Government generously provided the required match of \$1.25 million. This Action Plan is a joint commitment between the partners to improve safety for all roadway users, including vulnerable users (pedestrians, bicyclists, public transportation users, micromobility, and other non-motor vehicle users) and to develop implementation strategies to prevent roadway deaths and serious injuries.

The BSAP is the initial step for local agencies to pursue additional Federal grant funding to implement roadway safety projects. MPO staff is preparing to bring the BSAP to the MPO Board for approval to meet eligibility requirements for the 2025 SS4A Implementation Grants. Previous BSAP presentations have focused on the planning process and schedule. At the upcoming meeting, MPO staff will present an update on BSAP and will introduce themes that have emerged from the Data Gathering and Analysis and also from the Focus Plans. The primary themes are Lighting, Bus Stops Location, Speeding, and Technology.

For the PowerPoint presentation, please see the Attachment. Questions and comments will be addressed at the meeting.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact James Cromar at (954) 876-0038 or [cromarj@browardmpo.org](mailto:cromarj@browardmpo.org).

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**Attachments**

Broward Safety Action Plan (BSAP) - PowerPoint Presentation

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# BROWARD SAFETY ACTION PLAN (BSAP)

## SAFE STREETS 4 BROWARD

Powered by The Broward MPO & Broward County

### Broward MPO Board

*February 13, 2025*



# SS4A GRANT

## MISSION

To create a **data-driven action-oriented** plan to **reduce** severe injuries and traffic fatalities to zero in Broward County

## FUNDING

\$5M SS4A Federal Grant : Broward MPO administering grant  
\$1.25M County Local Match: In-Kind Services for 3 Studies

## OUTCOMES

1. Create an ACTION PLAN with defined goals to improve safety for all roadway users, including vulnerable users (pedestrians, bicyclists, public transportation users, micromobility and other non-motor vehicle users).
2. Identify projects and prepare them for funding and implementation.
3. Identify policies and programs to increase safety for roadway users and prevent roadway deaths and serious injuries.

# BROWARD SAFETY ANALYSIS

- 1,926,205 Total Population
- 28.27% Population of Underserved Communities (2022)
- 1,014 people killed (2018-2022)
- 4,702 People seriously injured (2018-2022)
- 77% of KSI crashes on 6% of total network (384 of 6,032 miles)
- One-third of pedestrian KSI happen near schools/parks
- \$14.6 Billion in economic costs to our communities

# 4 BSAP THEMES

1

## Lighting

2

## Bus Stops

3

## Speeding

4

## Technology

# LIGHTING

## KSI Crashes by time of day - Signal 4 Analytics (2018-2022)

Hour	January	February	March	April	May	June	July	August	September	October	November	December
12:00 AM	11	14	13	11	15	10	17	10	14	18	16	17
1:00 AM	14	8	21	8	9	13	12	7	9	10	10	15
2:00 AM	9	7	12	7	4	7	10	12	9	7	8	12
3:00 AM	7	4	4	7	8	4	10	5	6	10	9	11
4:00 AM	9	3	7	8	7	7	4	7	6	12	11	13
5:00 AM	6	4	7	6	12	11	4	13	8	10	9	6
6:00 AM	4	12	14	10	5	0	6	9	10	17	2	4
7:00 AM	1	2	4	0	2	0	0	2	2	5	0	2
5:00 PM	4	4	0	0	0	0	0	1	2	1	10	15
6:00 PM	33	18	18	1	4	0	0	0	5	9	41	51
7:00 PM	33	26	17	7	11	1	5	12	21	43	24	29
8:00 PM	21	29	32	27	40	23	17	28	19	20	26	26
9:00 PM	17	19	26	25	25	27	26	22	25	24	19	29
10:00 PM	18	26	21	16	22	28	24	22	15	20	19	26
11:00 PM	16	14	20	16	19	16	14	13	10	9	16	9

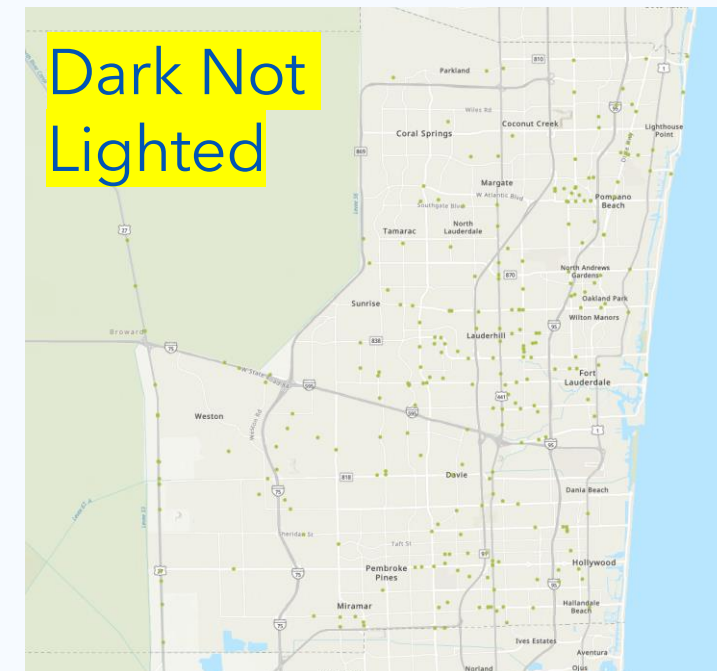
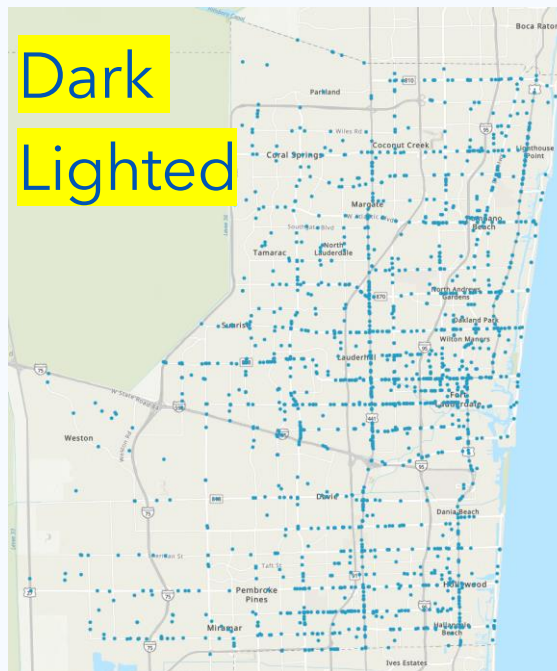
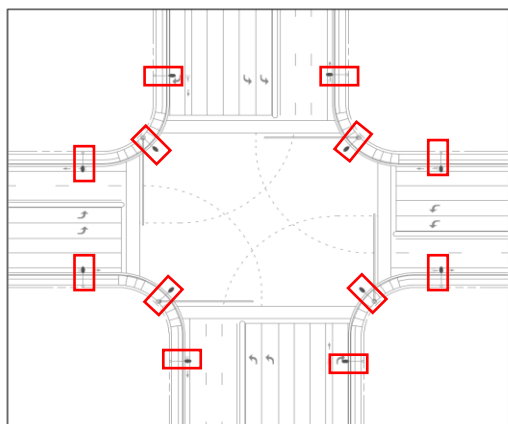
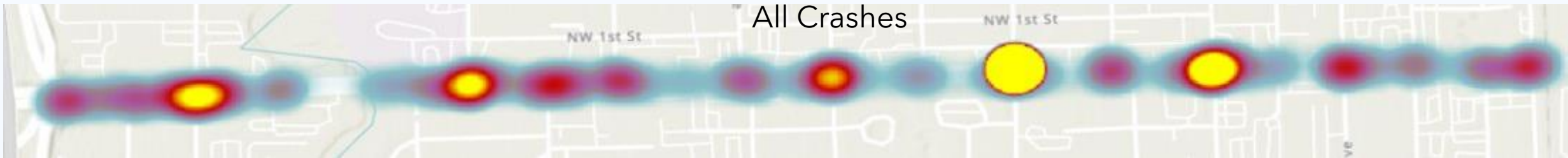
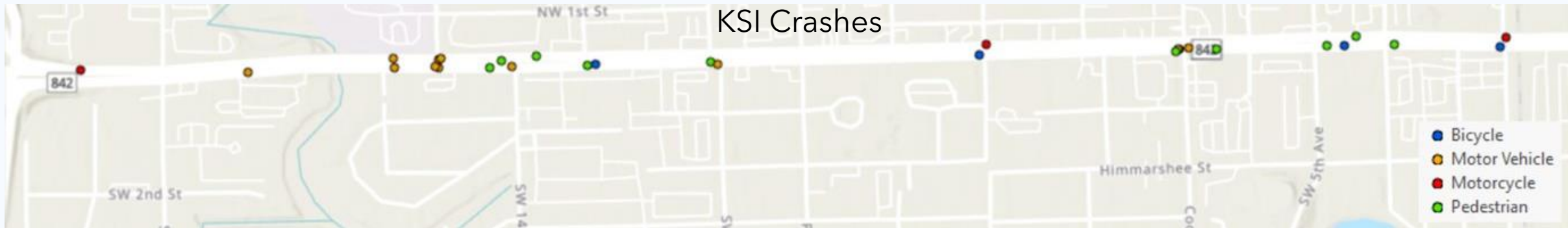
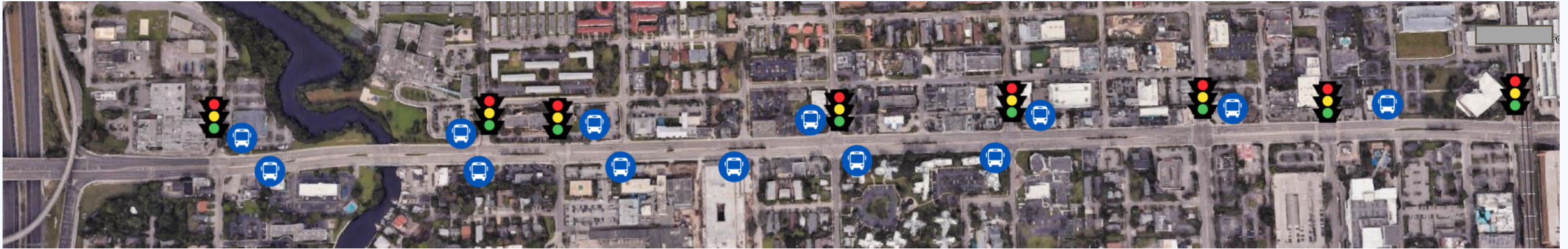


Figure 231.3.4 Typical Lighting Layout for Large Intersection



- FDM Section 231.3.1:** Multi-lane roadways should be analyzed using two analysis zones (light on both sides)
- Proper layout: 12 lighting poles
  - Place lighting poles ahead of crosswalk to increase contrast (per FHWA)
  - All LED to reduce dark spots and provide uniform light
- Implement adequate lighting near transit stops and sidewalks nearby

# BUS STOP LOCATIONS



# SPEEDING COUNTERMEASURES

**Table 202.3.1 Strategies to Achieve Desired Operating Speed**

Context Classification	Existing Speed Category (mph)	Minimum Design Speed (mph)	Target Speed (mph)	Strategies																			
				Roundabouts	On-Street Parking	Chicanes	Lane Narrowing	Horizontal Deflection	Street Trees	Short Blocks	Speed Tables	Raised Intersections	Raised Crosswalks (Type I Or Type II)	Speed Feedback Signs	Pedestrian Refuge Islands	Bulb-Outs	RRFBs	PHBs	Terminated Vistas	Islands in Curved Sections	Speed Pavement Markings		
C2T	Low	40	40, 45	X			X	X	X	X				X	X	X		X	X		X		
	Very Low	25	35	X	X	X	X	X	X	X	X		II	X	X	X	X	X	X	X	X	X	
			30	X	X	X	X	X	X	X	X		II	X	X	X	X	X	X	X	X	X	X
			25	X	X	X	X	X	X	X	X	X	X	I	X	X	X	X	X	X	X	X	X
C3R, C3C	Low	40	40, 45	X			X	X	X	X				X	X	X		X	X		X		
	Very Low	35	35	X	X	X	X	X	X	X	X			X	X	X	X	X	X		X		
C4	Low	40	40, 45	X			X	X	X	X				X	X	X		X	X		X		
	Very Low	25	35	X	X	X	X	X	X	X	X		II	X	X	X	X	X	X	X	X	X	
			30	X	X	X	X	X	X	X	X		II	X	X	X	X	X	X	X	X	X	X
			25	X	X	X	X	X	X	X	X	X	X	I	X	X	X	X	X	X	X	X	X
C5	Very Low	25	35	X	X	X	X	X	X	X	X		II	X	X	X	X	X	X	X	X	X	
			30	X	X	X	X	X	X	X	X		II	X	X	X	X	X	X	X	X	X	X
			25	X	X	X	X	X	X	X	X	X	X	I	X	X	X	X	X	X	X	X	X
C6	Very Low	25	30	X	X	X	X	X	X	X	X		II	X	X	X	X	X	X	X	X	X	
			25	X	X	X	X	X	X	X	X	X	X	I	X	X	X	X	X	X	X	X	X

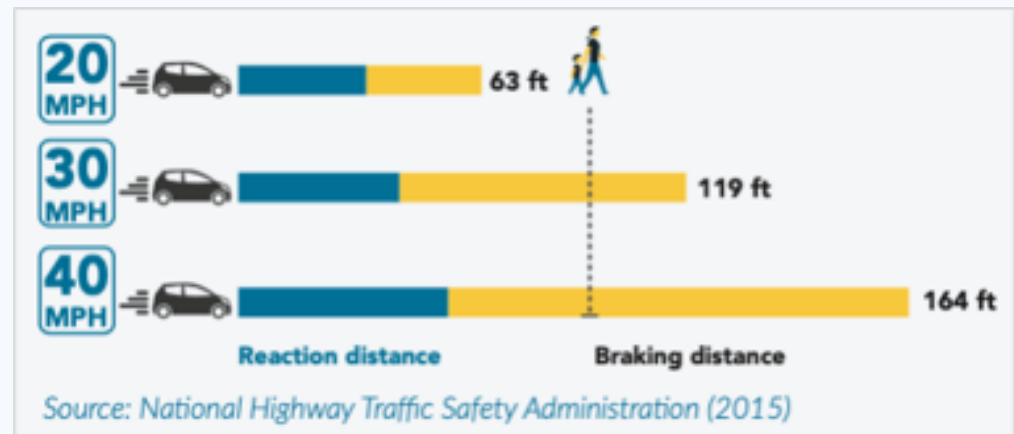
# SPEEDING

Higher vehicle speeds significantly increases likelihood of death



Likelihood of death for people walking if hit at these speeds

Source: AAA Foundation, Tefft, B.C. (2011)



# TECHNOLOGY



- ✓ PM Plan/Public Participation Plan
- ✓ Safety Analysis Report
- ✓ Equity Analysis Report
- ✓ Existing Conditions Report
- ✓ HIN/HRN Mapping
- ✓ 10 TWG Meetings
- ✓ 4 Oversight Committee Meetings
- ✓ [www.safeststreets4broward.org](http://www.safeststreets4broward.org)
- ✓ School Zone/Bus Stop Safety Action Plan
- ✓ Rail Safety Action Plan
- ✓ Lighting Safety Action Plan
- ✓ 11 Corridor Safety Analysis
- ✓ 11 Corridor Equity Analysis
- ✓ 11 Corridor Crash Diagrams
- ✓ 10 Road Safety Assessments
- ✓ 9 Initial Public Meetings

## Spring 2025

- ▶ Finalize Action Plans: Neighborhood, Safe Speeds, Technology, Mid-Block, & Ped/Bike
- ▶ Exist Policy Analysis
- ▶ BSAP Safety Dashboard
- ▶ BSAP Report Card
- ▶ Adopt Executive BSAP with Broward MPO Board

## SUMMER 2025

- ▶ Submit SS4A Implementation Grant: NW 31st Avenue
- ▶ 11 Priority Corridors: Concept Packages
- ▶ Quick-Build Guide
- ▶ 10 Quick-Build Projects Designed

## Fall 2025

- ▶ Safe Streets Design Manual
- ▶ 1,000 Little Things Program
- ▶ Safety Roadshow: 10 Public Events
- ▶ Safe Streets Design Manual: Practitioner Roadshow

# DRAFT BSAP OUTLINE

- I. Introduction/Background**
  - **What is the Story?**
- II. Safety & Equity Analysis**
- III. Prioritization**
  - **Priority Corridors**
- IV. Approach to Zero**
- V. Focused Action Plans**

- VI. Actions: To include funding opportunities, responsible agency/implementers**
  - I. Policies**
  - II. Programs**
  - III. Projects**
- VII. Collaboration & Public Engagement**
- VIII. Reporting Progress**

## 8 SS4A Compliant Components



# FINAL PUBLIC MEETING SCHEDULE

- Monday, February 10, 2025 Taft Street Boulevard Heights Comm. Ctr.
- Wednesday, February 12, 2025 Sistrunk Boulevard L.A. Lee YMCA
- Thursday, February 13, 2025 Royal Palm Blvd/Rock Island Rd Margate City Hall
- Tuesday, February 18, 2025 Stirling Road Dania Beach City Hall
- Wednesday, February 19, 2025 West Broward Boulevard West Regional Library
- Thursday, February 20, 2025 NW 31st Ave/NW 19th St Lauderdale Lakes City Hall
- Monday, February 24, 2025 US441/SR7 Palm at Plantation Senior Living
- Tuesday, February 25, 2025 Broward Boulevard Fort Lauderdale Women's Club
- Thursday, February 27, 2025 SW 10th Street Hillsboro Community Center

# TOGETHER THROUGH ACTION, WE CAN ACHIEVE ZERO

**JAMES CROMAR**, BMPO Project Manager

**CHRISTINE FANCHI**, WSP

[SS4A@browardmpo.org](mailto:SS4A@browardmpo.org)

[SafeStreets4Broward.org](http://SafeStreets4Broward.org)

S | S  
4 | A

**SAFE STREETS  
4 BROWARD**

Powered by The Broward MPO & Broward County



**Broward Metropolitan Planning Organization**  
**Meeting Date:** 02/13/2025

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**Premium Transit Education Series: High Frequency Bus Service**

**SUMMARY EXPLANATION/BACKGROUND:**

Following the South Florida Commuter Rail Update presentation provided at the July 13, 2023 MPO Board meeting, the MPO's Executive Director requested staff to develop a presentation series on the different transit technologies proposed in Broward County's Premium Mobility (PREMO) plan, known as the **Broward MPO Premium Transit Education Series**. Broward County Transit's new system-wide PREMO transit plan will, over the next 10+ years, introduce new transit technologies and practices into the Broward region. This presentation series will outline the fundamentals of premium transit services and review best practices that facilitate their success.

*High Frequency Bus Service, Agent of Change*, the fourth and final presentation in this series, examines the elements of high frequency bus service, why frequency matters, and the related infrastructure and policy recommendations that can help the Broward transit network not only perform better for its current ridership but also attract new riders.

For the PowerPoint presentation, please see the Attachment. MPO staff will address questions and comments at the meeting.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Amanda Christon at (954) 876-0078 or [christona@browardmpo.org](mailto:christona@browardmpo.org).

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**Attachments**

High Frequency Bus Service: System Change Agent - PowerPoint Presentation

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BROWARD MPO TRANSIT EDUCATION SERIES

# High Frequency Bus Service: System Change Agent

# HIGH FREQUENCY BUS SERVICE – BCT **PREMO** PLAN

## 100 MILES OF HIGH FREQUENCY BUS SERVICE (HFBS)

- NORTH/SOUTH
  - UNIVERSITY, SR7/441, DIXIE, US1
- EAST/WEST
  - SAMPLE, ATLANTIC, COMMERCIAL, SHERIDAN, HOLLYWOOD/PINES
- ANTICIPATED INVESTMENT:  
\$125M



# HIGH FREQUENCY BUS SERVICE – AN ANALOGY



## WHAT IS HIGH FREQUENCY BUS SERVICE?

Most common complaints about public transportation:

- Unpredictable delays
- Long waits at transfer stop
- Poor scheduling

HFBS is so frequent you  
don't need a schedule



# TRANSIT FREQUENCY & VOLUME

## LOW VOLUME

- Over 15 minute headways
- 4 or fewer buses per hour
- Fewer than 100 passengers per hour

## MODERATE VOLUME

- 10 – 15 minute headways, shorter at peak
- 4 – 10 buses an hour
- 100 – 750 passengers per hour

## HIGH VOLUME

- 2 – 6 combined headways
- 10 – 30 buses per hour
- 500 – 2,000 passengers per hour



*New articulated BCT bus, Breeze / Route 19*

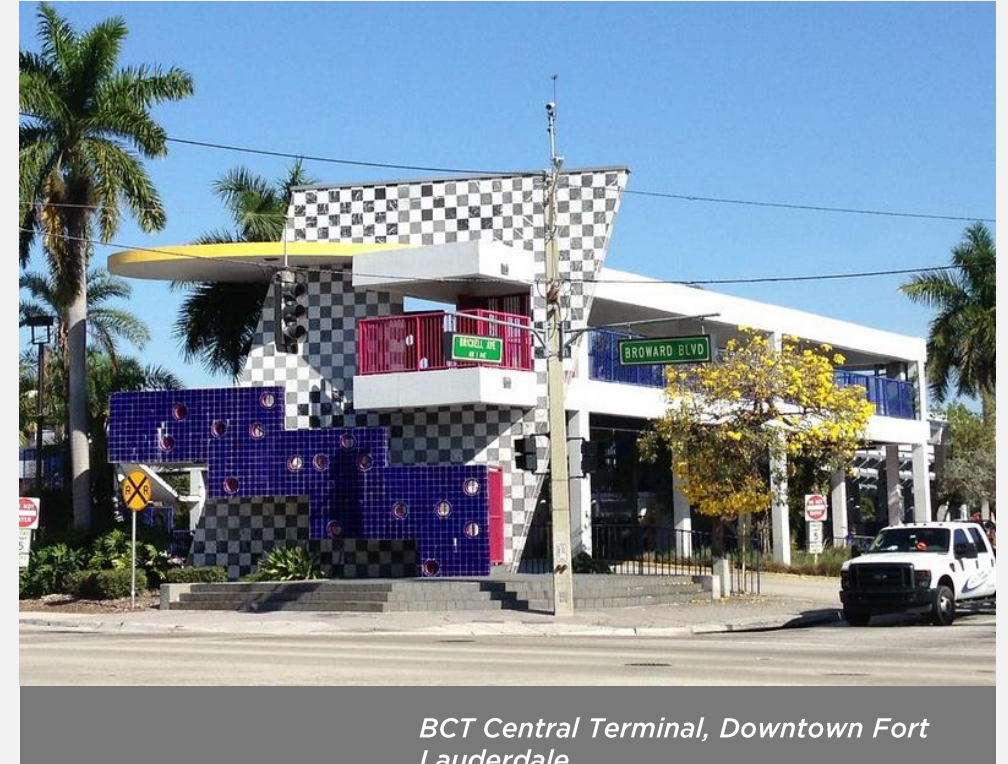
# DIRECT SERVICE VS TRANSFER-BASED BUS SYSTEMS

## Direct Service

- Vast network designed for door-to-door trips on single route
- Connects suburbs to central location/downtown core
- Commuter trips are best served
- Other trips must travel through the central location to get to their destination

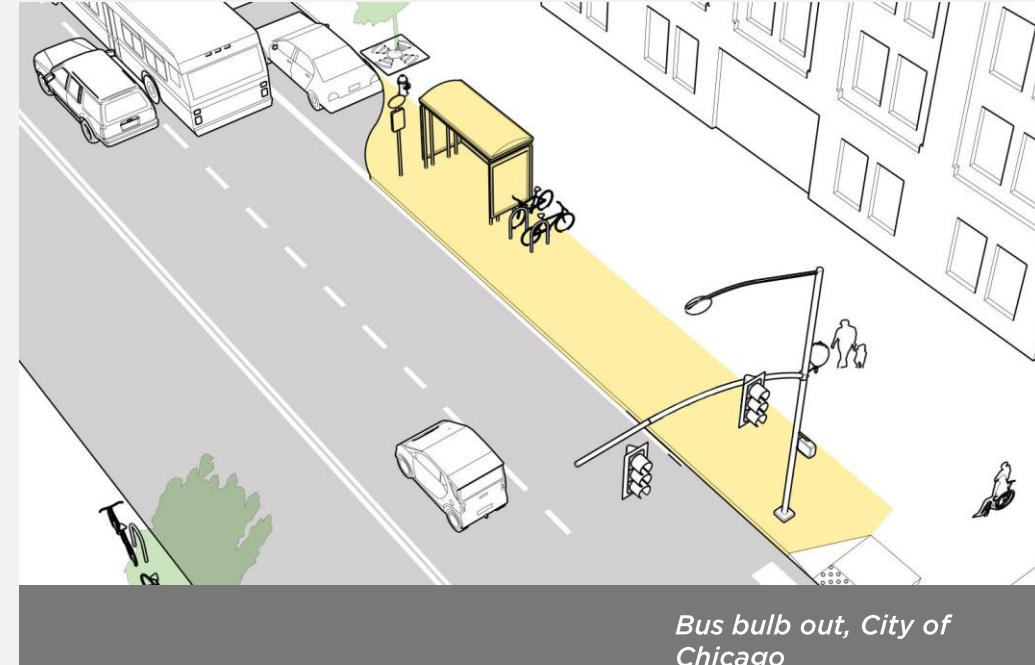
## Transfer-Based

- Allows riders to access many destinations using transfers
- Better serves dispersed mobility patterns
- Fewer routes with higher frequency
- Offers passengers greater selection of travel routes



# ELEMENTS OF SUCCESS - MODERATE TO HIGH VOLUME SERVICE

- ✓ Active transit signal priority
- ✓ Transit approach lanes and queue jumps
- ✓ In-lane stops
- ✓ Boarding islands/bulbs; near-level boarding
- ✓ Multi-door boarding
- ✓ Dedicated transit lanes
- ✓ Dedicated peak-only lanes
- ✓ Shared bus-bike lanes



# WHY DEVELOP THE HFBS NETWORK?






The three independent benefits of HFBS:

- Reduces waiting – you're able to go when you want to
- Makes connections easy, so you can travel throughout the region
- Limits the reliability problem



# HIGH FREQUENCY BUS SERVICE – PREMO GOALS

- Complements BRT & LRT
- Greater access to BRT & LRT network
- Highly equitable, low-cost
- Flexible routes serve many communities
- Electric fleet that is environmentally responsible

High Frequency Bus Service and PREMO Goals		
Goal	Synopsis	Meets Goal?
Improve Mobility for All	Conventional bus service in mixed traffic but with reduced headways averaging 15 minutes or less. While not considered “premium transit,” provides ability to complement BRT and LRT network increasing mobility.	
Equitable Transit Solution	Highly equitable transit solution, low-cost capability to reach more people with more routes, meets the goal of providing equitable connections for transit dependent populations and underrepresented communities.	
Integrate with and Serve Communities	High frequency bus service meets this goal, flexible routes with ability to integrate with and serve multiple communities.	
Enhance Economic Development, Ensure Financial Sustainability	Provides increased mobility to BRT and LRT network from neighborhoods not directly served by premium transit stops, thus enhancing the premium network’s ability to stimulate growth.	
Improve Safety, Security, Environmental Stewardship	Green energy electric fleet can minimize environmental hazards of traditional diesel-powered vehicles.	

*HFBS metrics, BCT, 2022*

**A BLUEPRINT FOR SUCCESS**

# Frequency Is Freedom

- Jarret Walker

BROWARD MPO BOARD TRANSIT EDUCATION  
SERIES

# QUESTIONS?

**Amanda Christon**  
**Transit Manager**

**Non-Action Item 3.**

**Broward Metropolitan Planning Organization**

**Meeting Date: 02/13/2025**

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**SUMMARY:**

**Report From Partner Agency - Florida Department of Transportation (FDOT) - Interstate 95 (I-95/SR 9) Project Development and Environment (PD&E) Study**

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**Attachments**

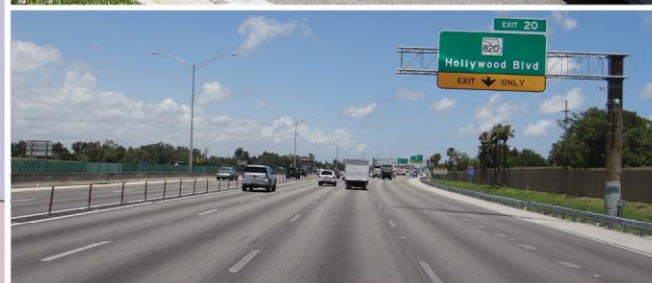
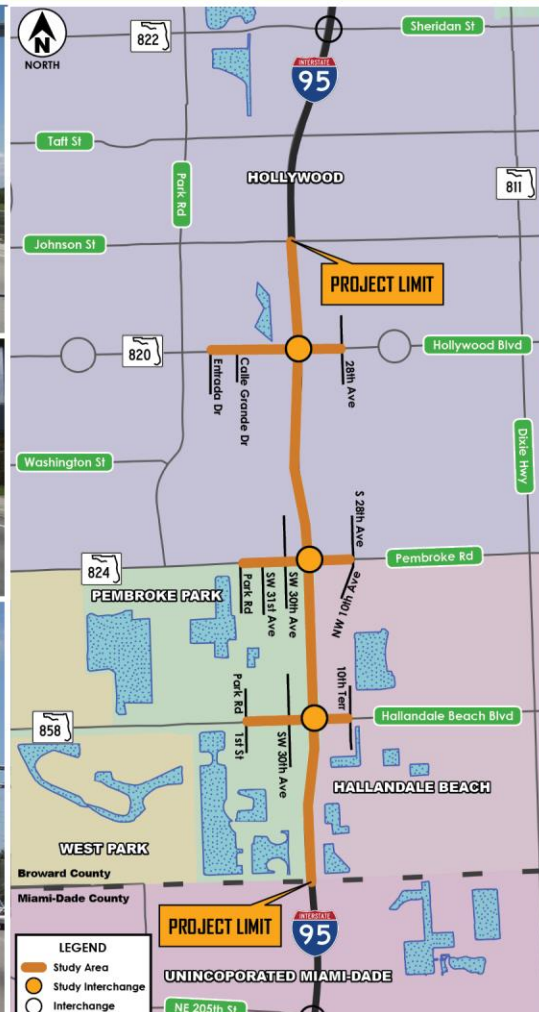
Interstate 95 (I-95/SR 9) Project Development and Environment (PD&E) Study - PowerPoint Presentation

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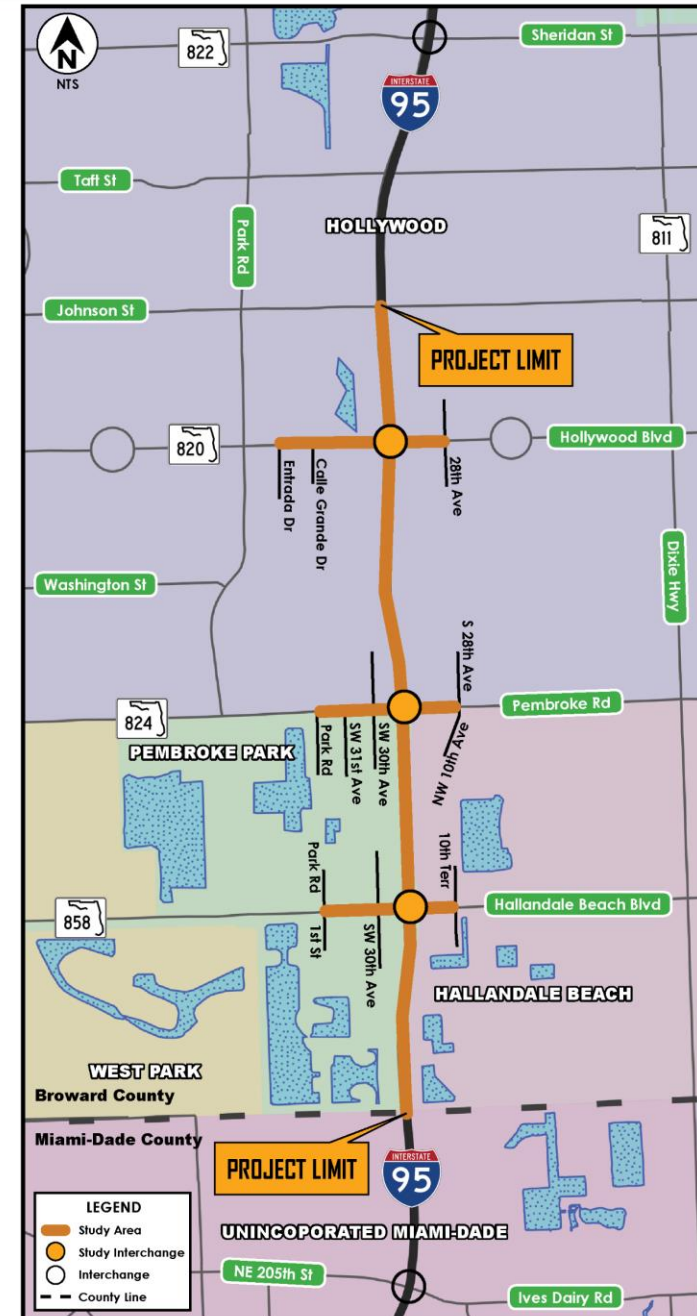


# PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

Interstate 95 (I-95/SR 9) • From South of Hallandale Beach Boulevard (SR 858) to North of Hollywood Boulevard (SR 820)  
Broward County, FL • FPID No.: 436903-1-22-02 • ETDM No.: 14254



- ❑ From: South of Hallandale Beach Boulevard  
(Miami-Dade/Broward Countyline)
- ❑ To: North of Hollywood Boulevard  
(Johnson Street)
- ❑ 3 Miles
- ❑ 3 Interchanges
- ❑ Broward County, Florida
- ❑ Municipalities:
  - City of Hallandale Beach
  - Town of Pembroke Park
  - City of Hollywood



The purpose and need for a project provide the basis for developing, considering, evaluating, and eliminating project alternatives.



**Accommodate  
travel demands**



**Enhance safety**



**Improve  
system linkage**

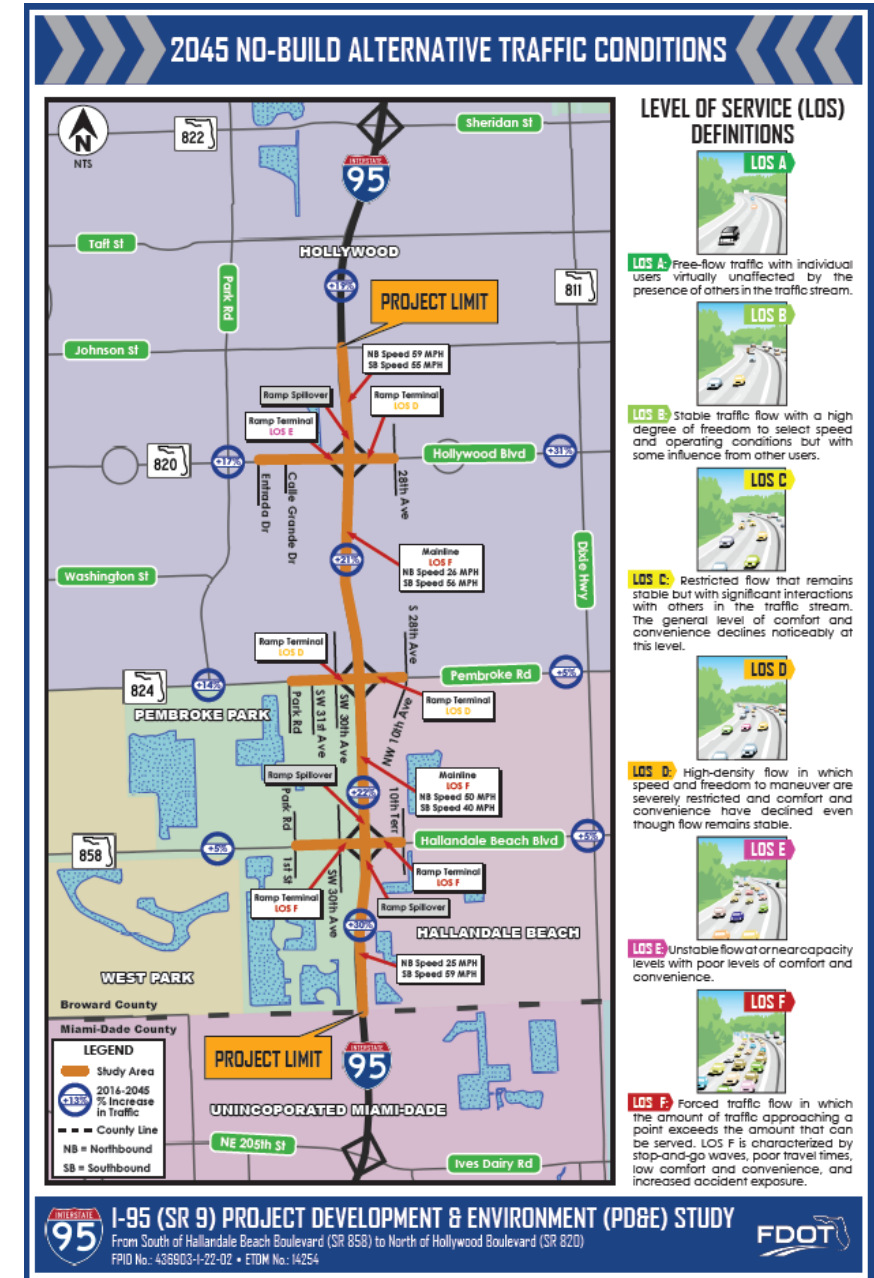


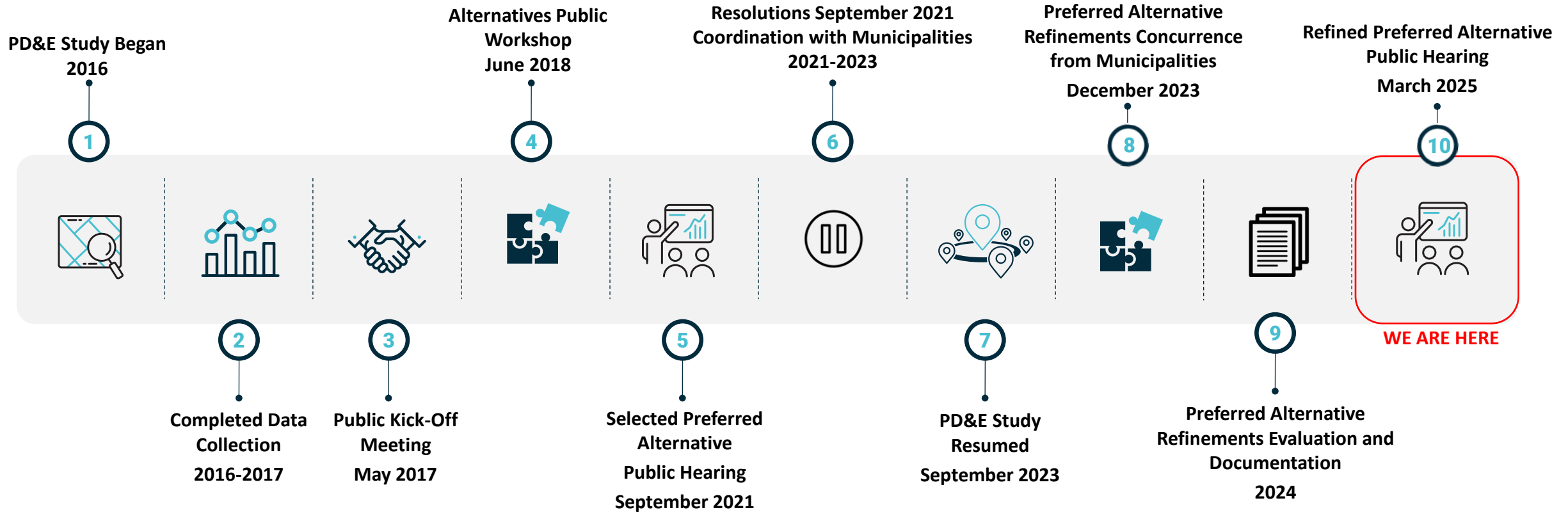
**Modal inter-  
relationships**



**Enhance  
emergency  
response and  
evacuation**

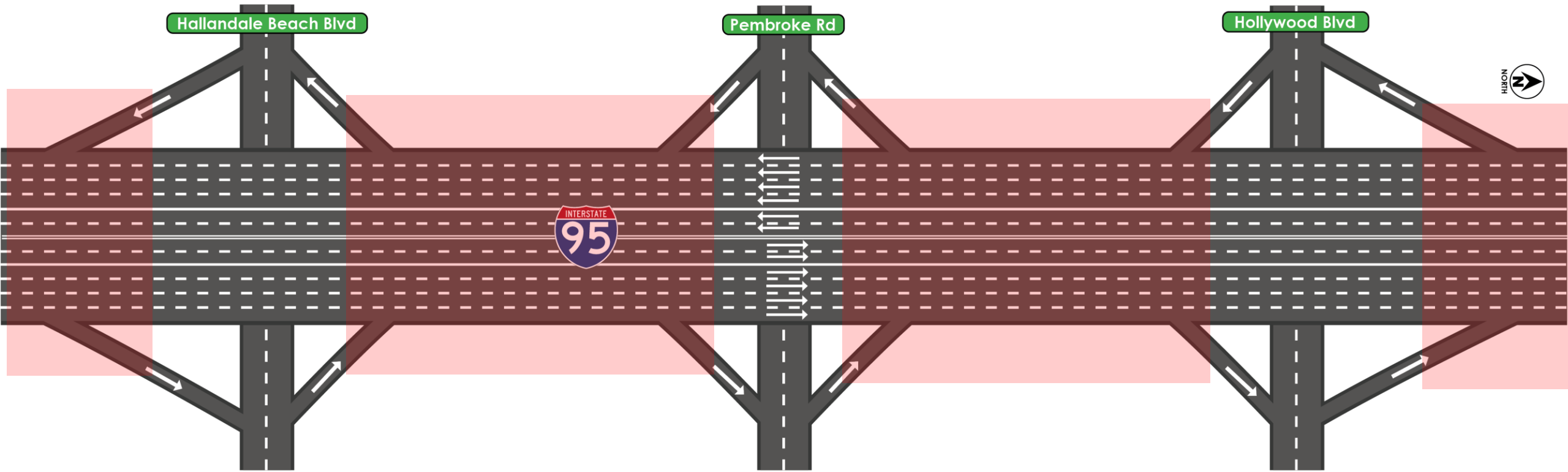
- ❑ Evaluate interchange improvements to improve operations and safety
- ❑ Identify ramp terminal intersection improvements
- ❑ Evaluate the social, economic, physical, and environmental impacts associated with the potential improvements
- ❑ Evaluate traffic operations
  - Year 2030
  - Year 2045
- ❑ Identify a preferred alternative





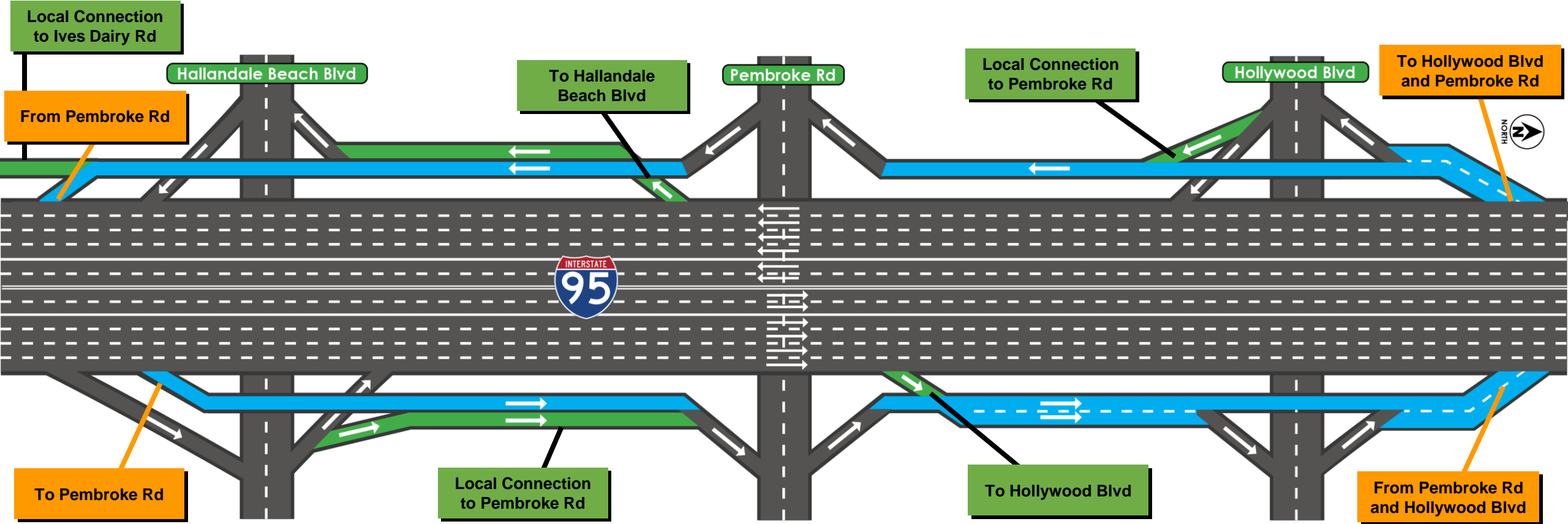
Two resolutions were submitted against the proposed improvements:  
City of Hollywood – Local Interchange Access and Drainage Impacts  
Town of Pembroke Park – Right of Way Impacts

## EXISTING CONDITIONS



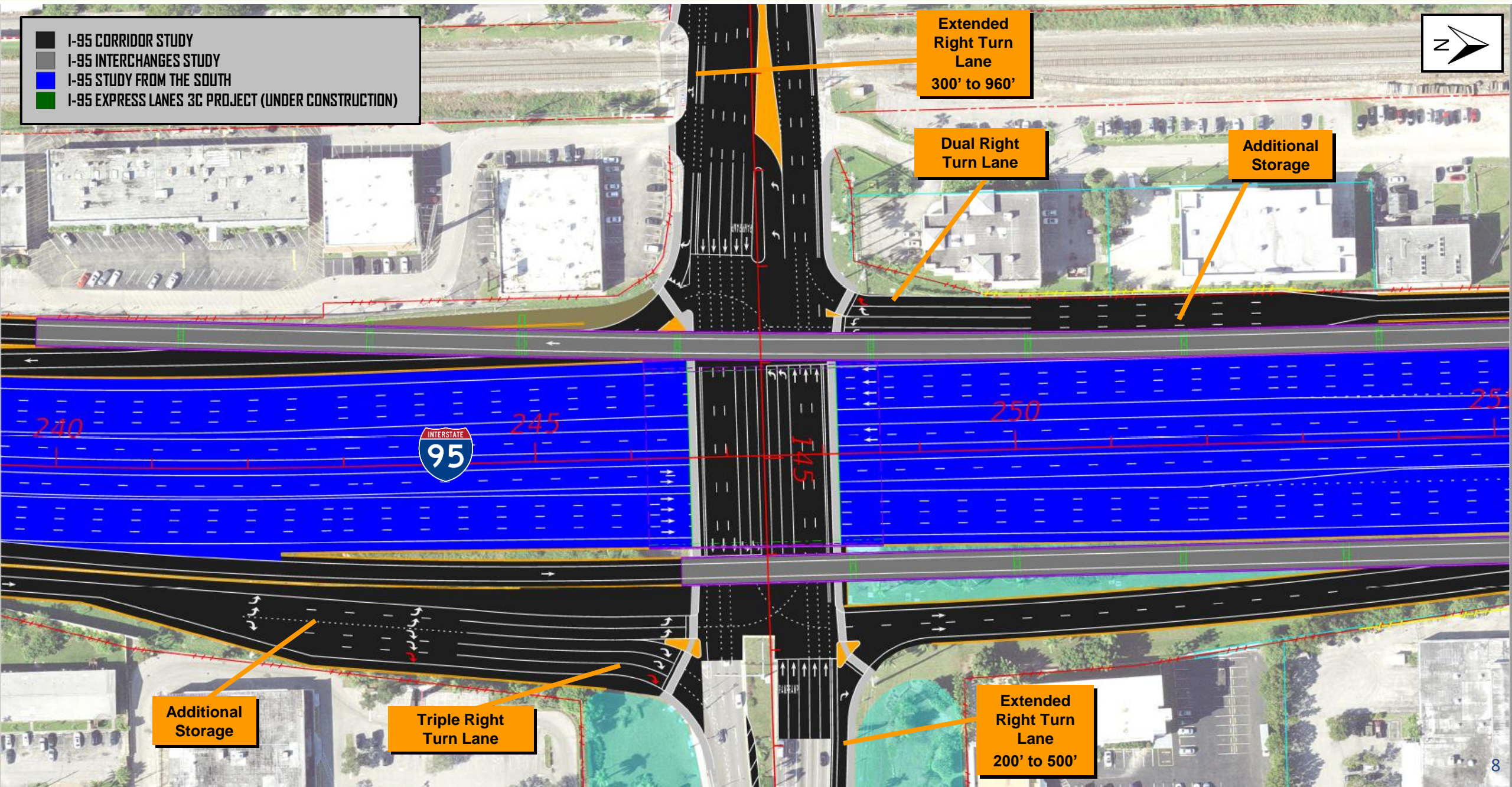
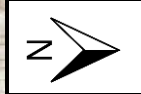
Congestion

## REFINED PREFERRED ALTERNATIVE



# Refined Preferred Alternative – Hallandale Beach Boulevard Interchange

- I-95 CORRIDOR STUDY
- I-95 INTERCHANGES STUDY
- I-95 STUDY FROM THE SOUTH
- I-95 EXPRESS LANES 3C PROJECT (UNDER CONSTRUCTION)



Extended Right Turn Lane  
300' to 960'

Dual Right Turn Lane

Additional Storage

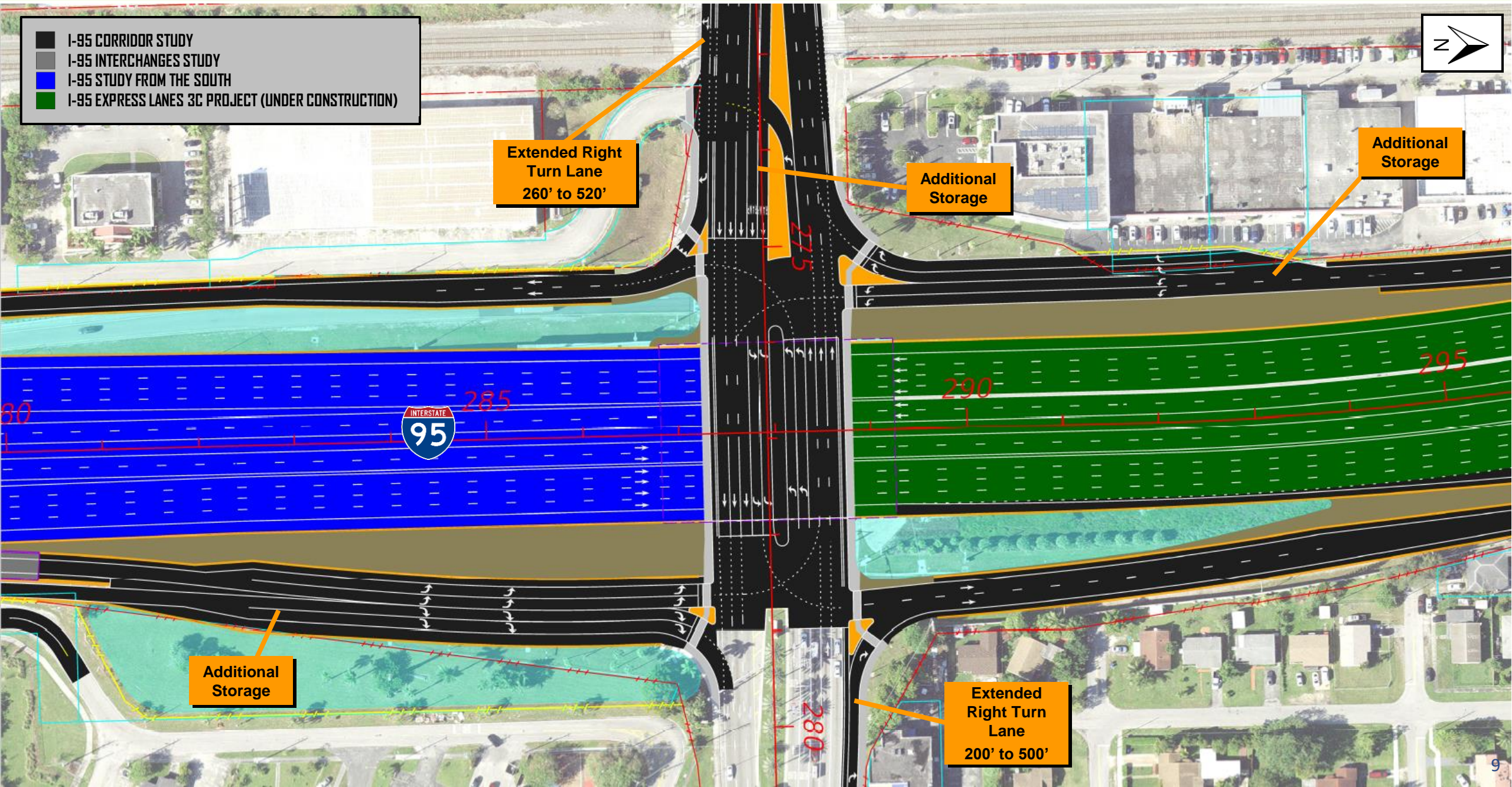
Additional Storage

Triple Right Turn Lane

Extended Right Turn Lane  
200' to 500'

# Refined Preferred Alternative – Pembroke Road

- I-95 CORRIDOR STUDY
- I-95 INTERCHANGES STUDY
- I-95 STUDY FROM THE SOUTH
- I-95 EXPRESS LANES 3C PROJECT (UNDER CONSTRUCTION)



Extended Right Turn Lane  
260' to 520'

Additional Storage

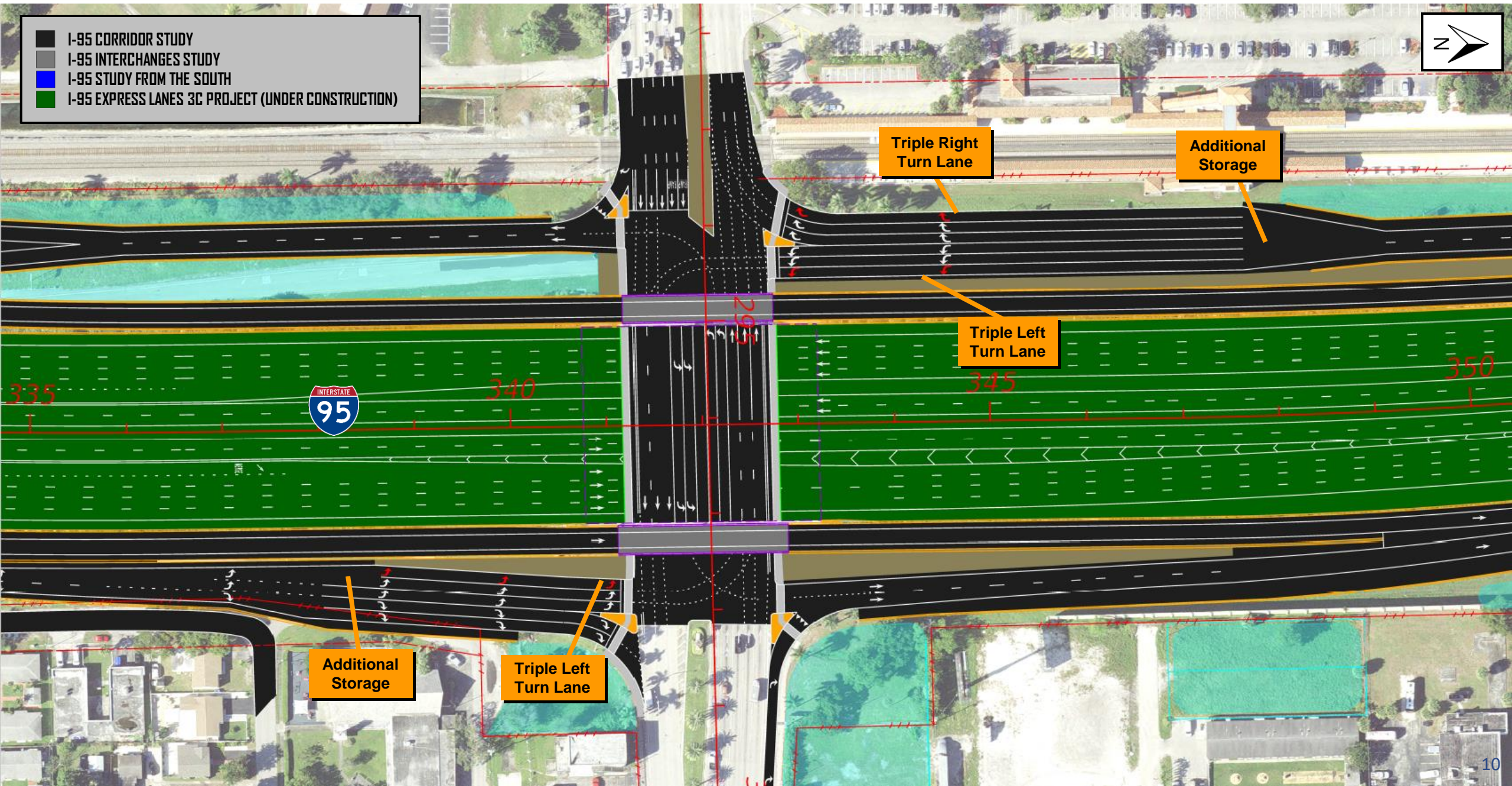
Additional Storage

Additional Storage

Extended Right Turn Lane  
200' to 500'

# Refined Preferred Alternative – Hollywood Boulevard Interchange

- I-95 CORRIDOR STUDY
- I-95 INTERCHANGES STUDY
- I-95 STUDY FROM THE SOUTH
- I-95 EXPRESS LANES 3C PROJECT (UNDER CONSTRUCTION)



## PROJECT COST ESTIMATE

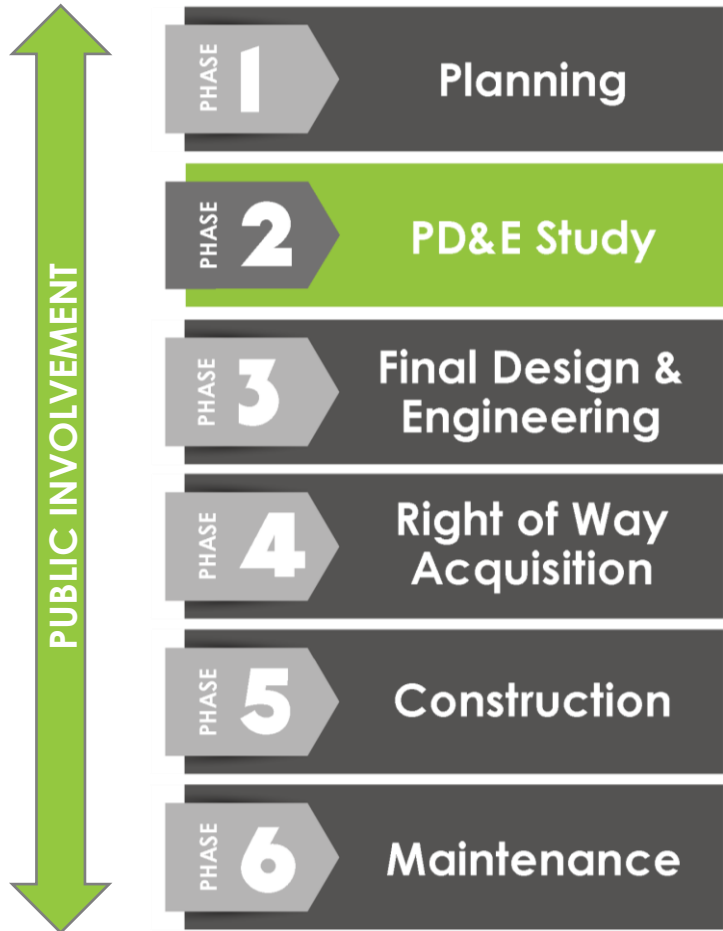
PREFERRED ALTERNATIVE	
Construction Cost	\$223 M
Utilities	\$4.3 M
Design Cost (9%)	\$20 M
Right of Way Cost	\$33 M
Construction Engineering and Inspection (16%)	\$36 M
<b>Total Estimated Project Cost</b>	<b>\$316.3 M</b>



## RIGHT OF WAY IMPACTS

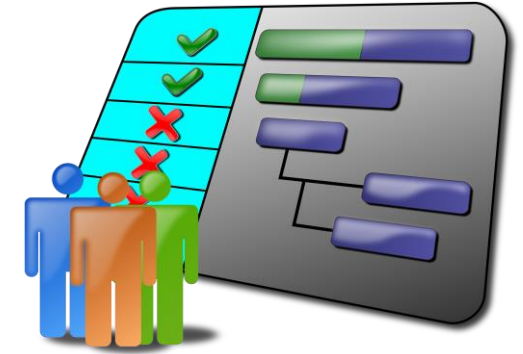
PARCEL TYPE	IMPACT
Commercial	18
Residential	10
Vacant	3
Governmental	15
<b>Total Parcels Impacted</b>	<b>46</b>
<b>Potential Relocations</b>	<b>15</b>

## TRANSPORTATION DEVELOPMENT PROCESS



## SCHEDULE

- Public Hearing
  - March 25, 2025 – Virtual
  - March 27, 2025 – In-Person
    - Holiday Inn
    - Fort Lauderdale-Airport Hotel
    - 2905 Sheridan Street, Hollywood Florida, 33020
- Location Design Concept Acceptance (Study Completed) – October 2025
- Design Phase – 2025-2026



## FUNDING

- Design – Funded
- Right of Way – Unfunded
- Construction – Unfunded







[www.fdot.gov/projects/sefl/future/95/858-820/](http://www.fdot.gov/projects/sefl/future/95/858-820/)



Metropolitan Planning Organization

**Non-Action Item 4.**

**Broward Metropolitan Planning Organization**

**Meeting Date: 02/13/2025**

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**SUMMARY:**

**Report from Partner Agency - Broward County - Low Stress Multimodal Mobility Network Master Plan**

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**Attachments**

Low Stress Multimodal Mobility Network Master Plan - PowerPoint Presentation

Low Stress Multimodal Mobility Network Master Plan - Additional Information

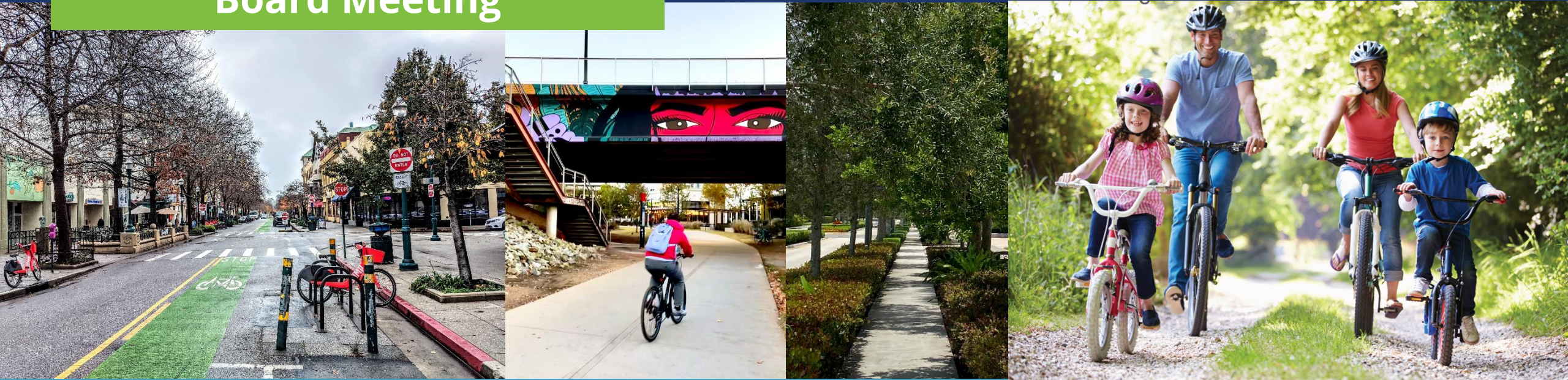
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BROWARD COUNTY

# Low Stress Multimodal Mobility Network Master Plan



## Board Meeting



MPO Board Meeting  
February 13, 2025

# Broward Multimodal Mobility Master Plan (MMMP)

## Vision



To create an inclusive low-stress multimodal transportation network for all ages and abilities in Broward County.

## Goal

Enhance accessibility and mobility for all through educational, economic, and social opportunities.

## Scope Overview

1. Project Management
2. Public Engagement & Outreach
3. Existing Conditions
4. Needs Assessment
5. Feasibility Analysis
6. Design Manual
7. Final Report



# Agenda

1. Proposed Low Stress Network
2. Prioritization
3. Feasibility
4. Design Manual
5. Q&A



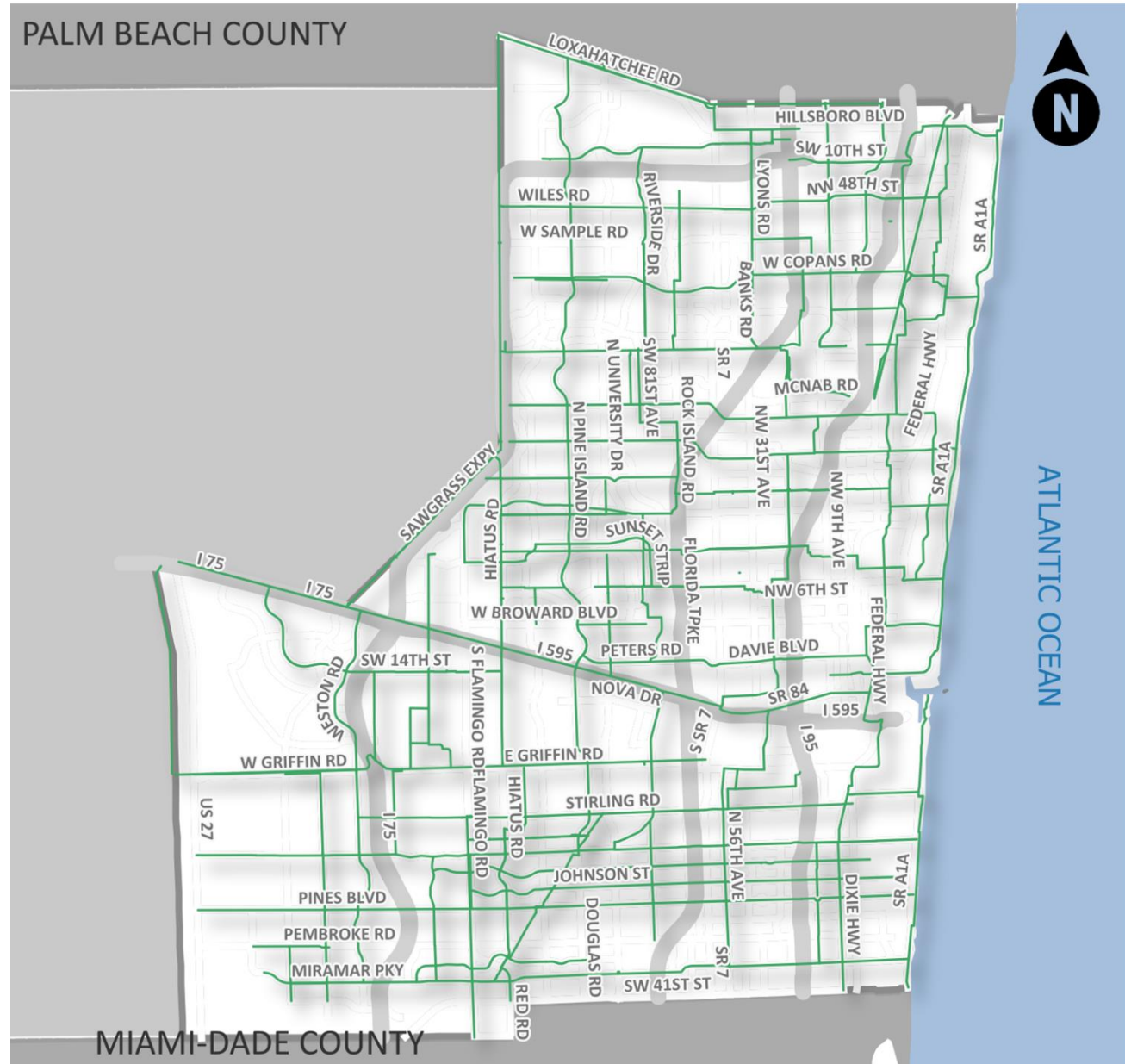
# Proposed Low Stress Network

## Proposed Projects

# 250 Identified Projects

[Web Link Here](#)

- 12% are easy to implement
- 60% are moderate to implement
- 30% are difficult to implement
- 5% are canal opportunities
- 11% are existing facilities
- 1% are under construction



# Summary of Proposed Projects

Proposed Improvement	% of Projects
New Side Paths, Widen Sidewalks, Gap Closures	49%
Planned Project (i.e., Surtax, TIP, CSLIP, CSMP)	44%
New Trail Segments + Extensions	21%
Implement Identified Proposed Improvements	19%
Traffic Calming	17%
Bicycle Lane Modifications	14%
Enhancements to Existing Trails/Greenways	12%
Lane Narrowing/Repurposing Projects	6%
Ped/Bike Bridge/Tunnel	4%
Under Construction	1%

*\*Several projects fall into multiple categories.*



# Prioritization Criteria

	METRIC	POTENTIAL POINTS	NOTES
1	Safety	30	Ped/bike crashes and crash severity
2	Connectivity	20	To: Schools, Transit, Parks, Medical, Activity Center, Grocery Stores, Jobs
3	Comfort	20	Level of Traffic Stress Score 1 – 2 or improved LTS Score
4	Equity	10	BMPO Transportation Planning Equity Assessment – High, Medium, Low Census Tracts
5	Health	10	USDOT Equitable Transportation Community Explorer – Environmental Burden and/or Health Vulnerability
6	Demand Potential	10	Population within a 15-minute travel shed – 2020 Census Block Data
<b>TOTAL POTENTIAL POINTS</b>		<b>100</b>	

*\*Potential points in each category may change as the prioritization is finalized.*



# Preliminary Prioritized Segments

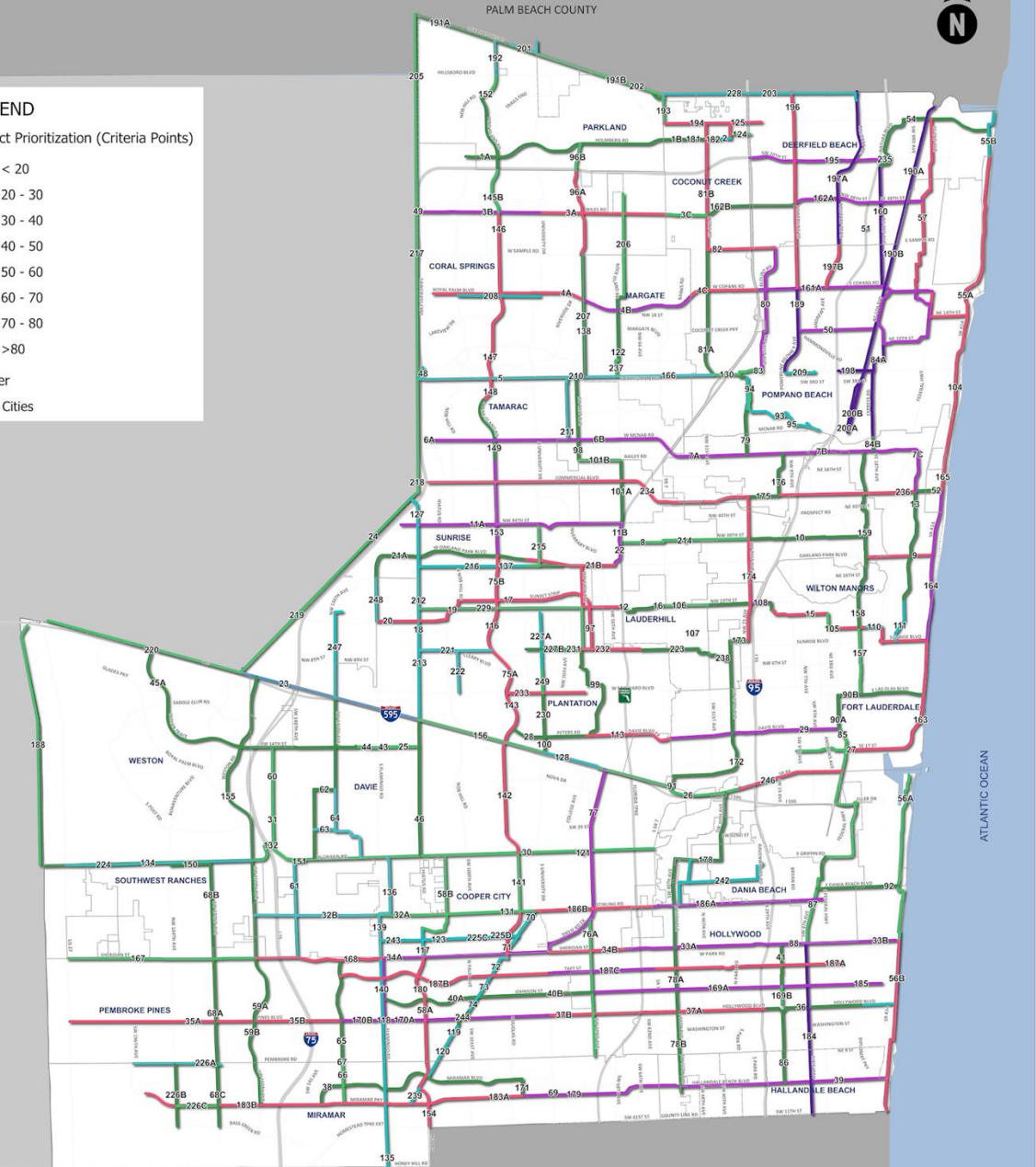
Highest Scored Segment = 84

Purple Segments Scored the Highest

## LEGEND

Project Prioritization (Criteria Points)

- < 20
- 20 - 30
- 30 - 40
- 40 - 50
- 50 - 60
- 60 - 70
- 70 - 80
- >80
- Other
- Cities



# Top 10 Selected Projects for Feasibility

Project #	Score	Primary Alignment	From	To	Difficulty	Project Description	Planned Projects	Length (Miles)	Jurisdiction	City Boundary
200A	84.67	Dixie Highway (NB)	McNab Road	Pompano Park Place	Existing Buffered Bike Lane	There may be opportunities to add a physical barrier between the bike lane and travel lane to further protect cyclists and pedestrians or widen sidewalk.		1.13	City	Pompano Beach
200B	84.67	Dixie Highway (SB)	McNab Road	Pompano Park Place	Existing Buffered Bike Lane	There may be opportunities to add a physical barrier between the bike lane and travel lane to further protect cyclists and pedestrians or widen sidewalk.		1.13	City	Pompano Beach
190A	83	Dixie Highway	County Line/Pioneer Park	Sample Road	Moderate to implement	Widen sidewalk to side path standards. Implement crossing enhancements. South of 54th will be more difficult with FEC R/W. Need a bike buffer.	Super Connector	3.47	State	Deerfield Beach
77	77	Davie Road Extension	I-595	University Drive / Sheridan Street	Moderate to implement	Narrow travel lanes to buffer bike lane. This project area includes University Dr from Davie Rd Extension to Sheridan St.	Super Connector	5.01	County	Davie
6B	75	McNab Road	SW 61st Ave	East of NW 70th Avenue	Difficult to Implement to implement	Multiple typicals, east section very tight with guard rail existing on side. Western section widen sidewalk to side path standards. Add physical barrier between sidewalk and travel lane on larger portion of roadway. This corridor and its intersections are being further evaluated under the BSAP for safety improvements and should consider improvements for bicycling and walking comfort as well as crossing treatments.	Super Connector	2.41	County / City	Tamarac
190B	82.67	Dixie Highway	Sample Road	NE 10th Street	Moderate to implement	Widen sidewalk to side path standards and/or Bike Buffer. FEC R/W will be difficult. Implement crossing enhancements to support bus stops.	Super Connector	3.13	City	Deerfield Beach
33A	78	Sheridan St	NW 66th Avenue	I-95	Difficult to implement/on higher speed facilities with limited ROW. Potential Pedestrian buffer and widening sidewalks will require coordination with a utility	Widen sidewalk to side path standards and provide buffer between side path and travel lane.	Super Connector	3.51	State	Hollywood
7A	72.67	McNab Connection	West of SR 7	N Andrews Avenue	Moderate to implement	Widen sidewalk to side path standards, closing sidewalk gaps as needed. This corridor and its intersections are being further evaluated under the BSAP for safety improvements and should consider improvements for bicycling and walking comfort as well as crossing treatments.	Super Connector, Under Construction from Powerline to Andrews Ave	3.74	County	Fort Lauderdale
7B	71	McNab Connection (E/W)	N Andrews Avenue	Bay Colony Dr	Moderate to implement	Widen sidewalk to side path standards, closing sidewalk gaps as needed.	Super Connector	3.69	County	Fort Lauderdale
179	71	Miramar Pkwy	Canal Road	SW 56th Avenue	Difficult to implement/on higher speed facilities with limited ROW/would require coordination with a utility	Implement traffic calming measures.	Super Connector	3.87	County / City	Miramar
233	67.67	W Broward Blvd	S Pine Island Rd	Holloway Canal	Canal opportunities	Trail development and/or bridge connections along canal. Implement crossing improvements. Note that the Plantation Mobility Hub identified covering canal for SUP.		1.91	Multiple / Canal	Plantation

# Feasibility Analysis & Concept Design

Conduct feasibility for up to 10 projects, considerations to include:

- ROW/Easements
- Elevation & Drainage
- Environmental Impacts
- Existing Utilities & Streetscape
- Impacts to Adjacent Properties
- Fatal Flaw
- Planning Cost Estimates

Conceptual design to be completed for up to 5 projects:

- Scalable Aerial Plans
- Cross Section Plans
- Renderings



# Design Manual: Key Themes

The Low-Stress Design Manual **focuses on how to create low stress facilities for non-motorized users, responsive to context classes and roadway characteristics.**



The manual will provide standards for all context classes and demonstrate the different facility types and **design approach appropriate for each functional class within the context.**

The low-stress designation will be assigned **only** to facilities built to the standards in the manual - not all facilities will qualify to be low-stress.

Design criteria will be linked to FDOT's Context Classification System and the BMPO Complete Streets Design Guide.



BROWARD COUNTY

# Low Stress Multimodal Mobility Network Master Plan

## Q & A



Multimodal Mobility  
**Master Plan**

Mobility for All Ages & Abilities



**MAP Broward**  
Mobility Advancement Program  
Brought to you by the  
Penny For Transportation



**Christina Fermin, AICP**  
[CFermin@marlinengineering.com](mailto:CFermin@marlinengineering.com)  
**(954) 870 - 5064**

BROWARD COUNTY

# Low Stress Multimodal Mobility Network Master Plan Additional Information

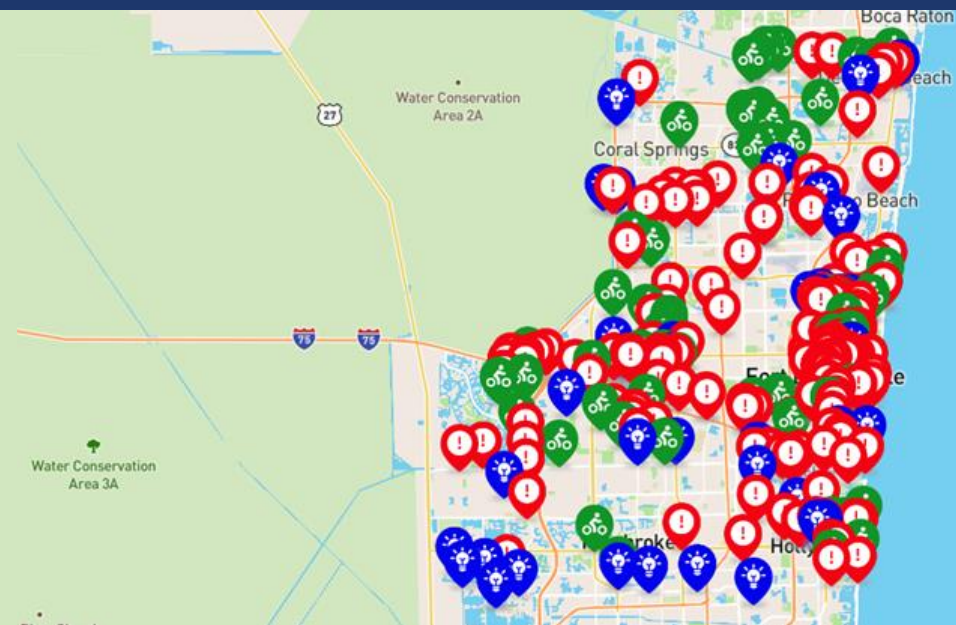


MAP Broward  
Mobility Advancement Program  
Brought to you by the  
Penny For Transportation



Christina Fermin, AICP  
[CFermin@marlinengineering.com](mailto:CFermin@marlinengineering.com)  
(954) 870 - 5064

# 1. Crowdsource Map



# Crowdsource Map - Main Takeaways

The Social Pinpoint site provided an online map of existing bicycle facilities, key destinations in the county including **schools, bus stops, parks and activity centers, and the proposed spine network of the Low Stress Network** and allowed users to leave comments.

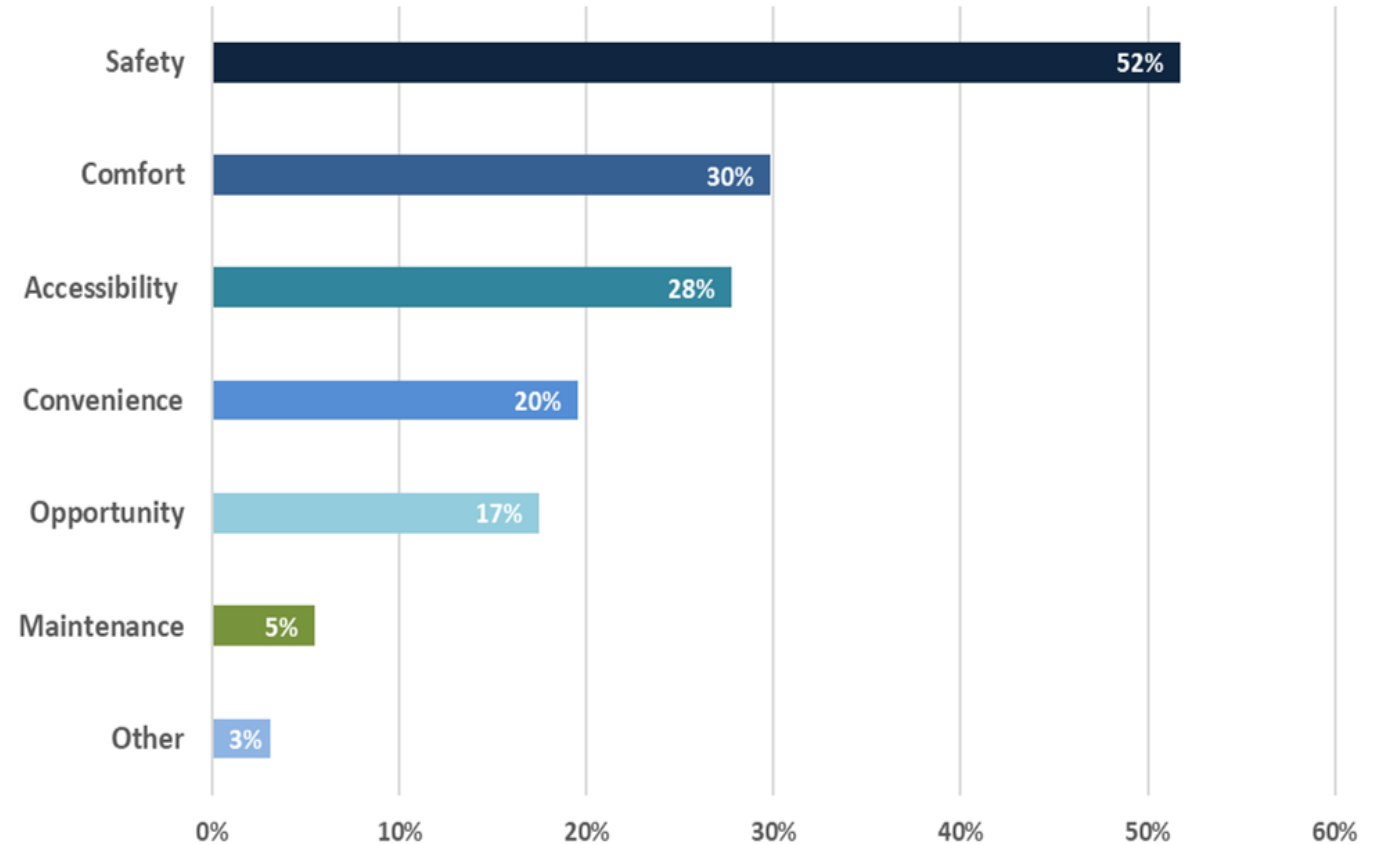
Comments were georeferenced to specific locations within the County, with most locations found:

**23% in Fort Lauderdale**

**12% in Plantation**

**10% in Hollywood**

## Categories of Identified Improvements



# Crowdsource Map - Main Takeaways

## Main Challenges found at selected locations

- Uncomfortable, Unsafe Crossings
- Vehicle Speed
- Condition of Facility
- Lack of Connectivity
- Bike Lane Ends/Transition Concerns
- Lack of Signage
- Not Enough Time to Cross Street
- Other Challenges

Of the comments provided, **22%** noted a location in the county that the respondent thought was bike/ped friendly, **61%** were related to a specific facility needing improvement, and the remaining **17%** noted a suggestion for improvement.



# Gaps & Opportunities Analysis



# Data Inputs

- Existing Data Inputs:
  - Roadway Network and Classification
  - Existing and Planned Sidewalk and Bicycle Network
  - High Injury Network (HIN)
  - Canals without Trail features
  - Florida Power & Light (FPL) right-of-way
  - Roadways with a Posted Speed Limit greater than 35 miles per hour and LTS of 3 or 4
  - Planned roadway improvements, including Surtax, TIP and FDOT projects
  - Super Connector (MPO) Designation
  - Crash Data
- Pedestrian LTS Analysis of Existing Network
  - Sidewalk Presence
  - Posted Speed Limit
  - AADT
- Bicycle LTS Analysis of Existing Network
  - Type of Facility
  - Number of Lanes
  - Posted Speed Limit
  - AADT
- PLTS and BLTS Destination Accessibility Analysis of:
  - Public Schools
  - Shopping
  - Parks
  - Jobs
  - Transit Stops
  - Medical Center
  - Activity Center





# Existing & Future PLTS Summary

Existing PLTS Score	Off-Street Trail	Arterial	Collector	Local Street
LTS 1	91	11	36	10
LTS 2	0	71	225	79
LTS 3	0	186	91	14
LTS 4	0	223	11	1
Future PLTS Score	Off-Street Trail	Arterial	Collector	Local Street
LTS 1	415	152	113	33
LTS 2	0	47	177	71
LTS 3	0	137	74	14
LTS 4	0	159	9	1

Source: Based on Data from FDOT and Broward County





# Existing & Future BLTS Summary

Existing BLTS Score	Off-Street Trail	Arterial	Collector	Local Street
LTS 1	91	5	13	5
LTS 2	0	13	39	4,071
LTS 3	0	87	87	946
LTS 4	0	452	270	45
Future Potential BLTS Score	Off-Street Trail	Arterial	Collector	Local Street
LTS 1	415	148	101	28
LTS 2	0	18	37	4,055
LTS 3	0	59	76	944
LTS 4	0	331	195	40

Source: Based on Data from FDOT and Broward County

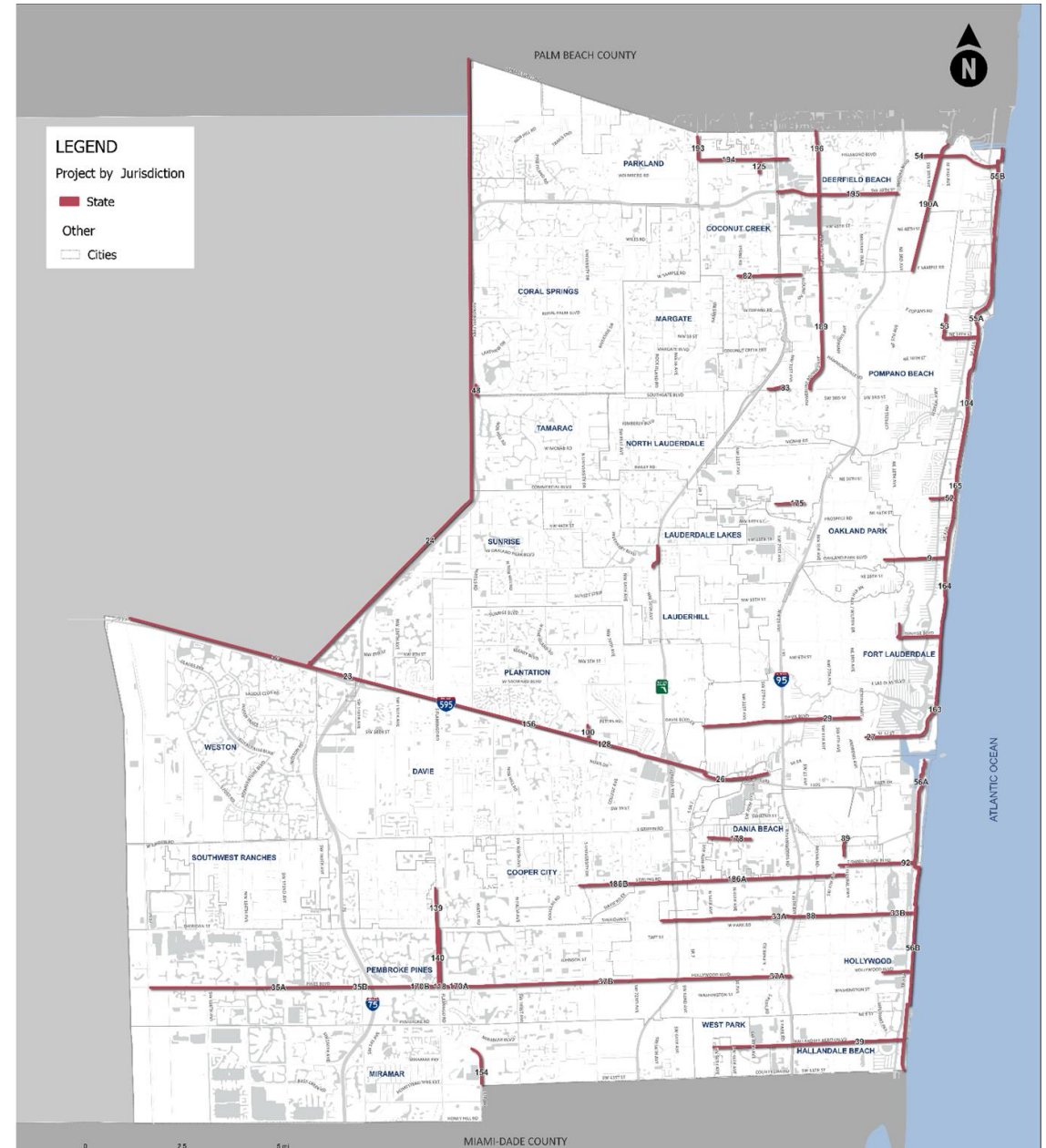




# State Roads

## 56 Projects

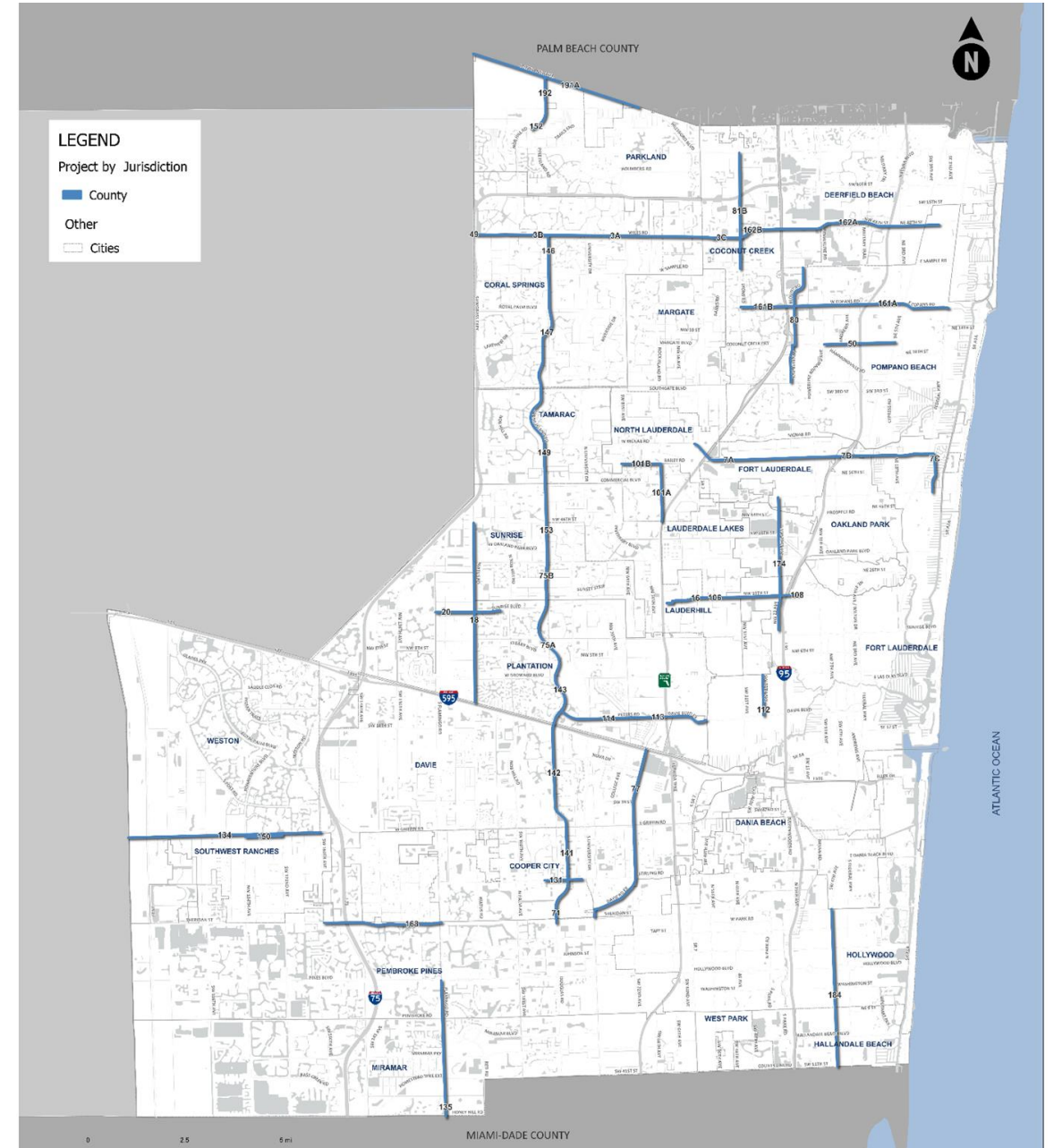
- A1A
- Atlantic Boulevard
- Commercial Boulevard
- Davie Boulevard
- Dixie Highway
- Federal Highway
- Flamingo Road
- Griffin Road
- Hollywood/Pines Boulevard
- Hillsboro Boulevard
- Miramar Parkway
- Oakland Park Boulevard
- Powerline Road
- Red Road
- Sample Road
- Sheridan Street
- Stirling Road



# County Roads

## 51 Projects

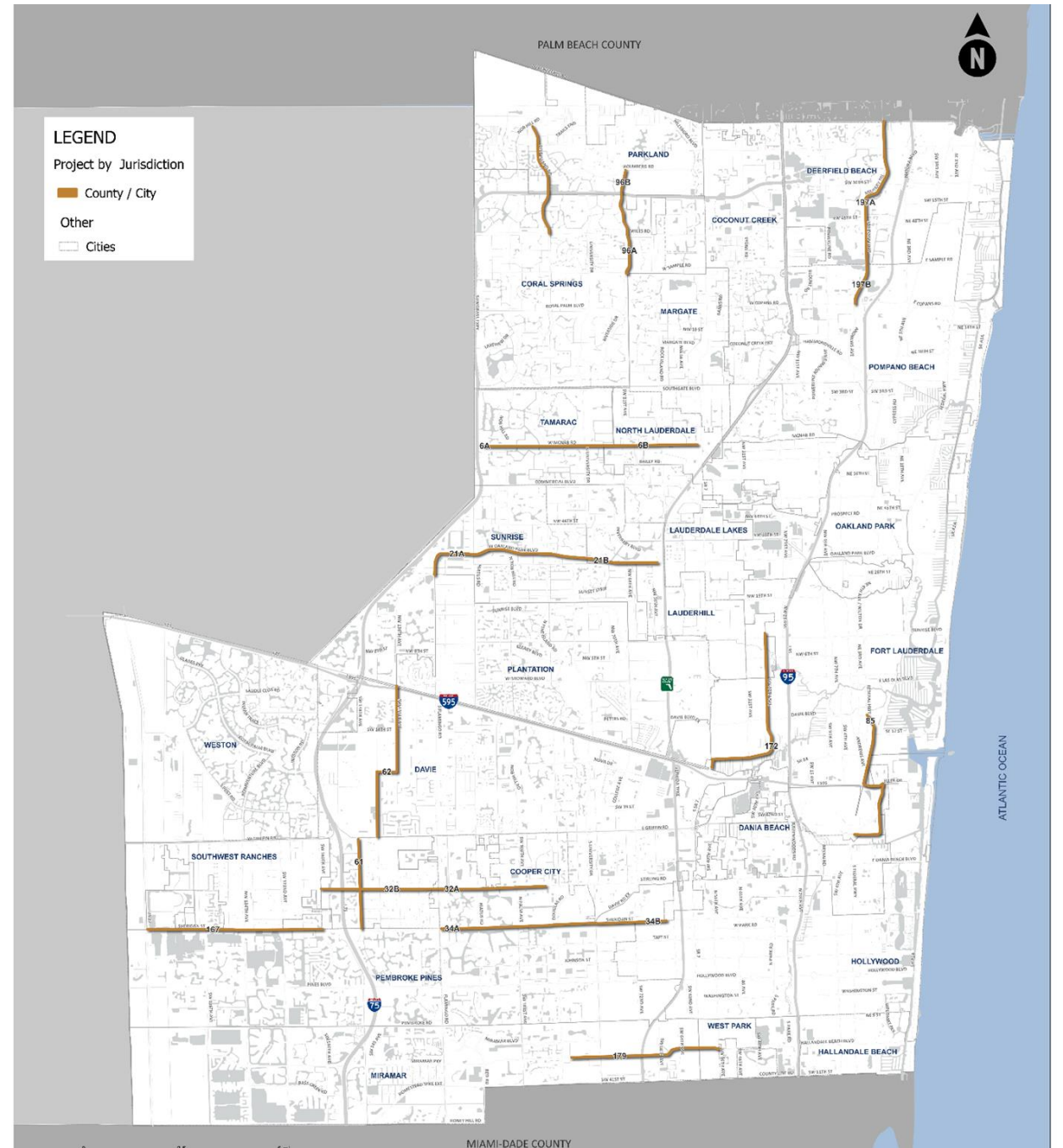
- 12th Street
- 15th Street
- 19th Street
- NW 136th Avenue
- Coral Springs Drive
- Coral Ridge Drive
- Davie Road Extension
- Dixie Highway
- Flamingo Road
- Griffin Road
- Lyons Road
- McNab Road
- Peters Road
- Pine Island Road
- Rock Island Road
- Royal Palm Blvd
- Sheridan Street
- Wiles Road



# City/County Roads

## 20 Projects

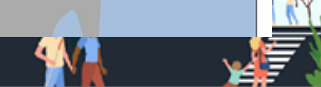
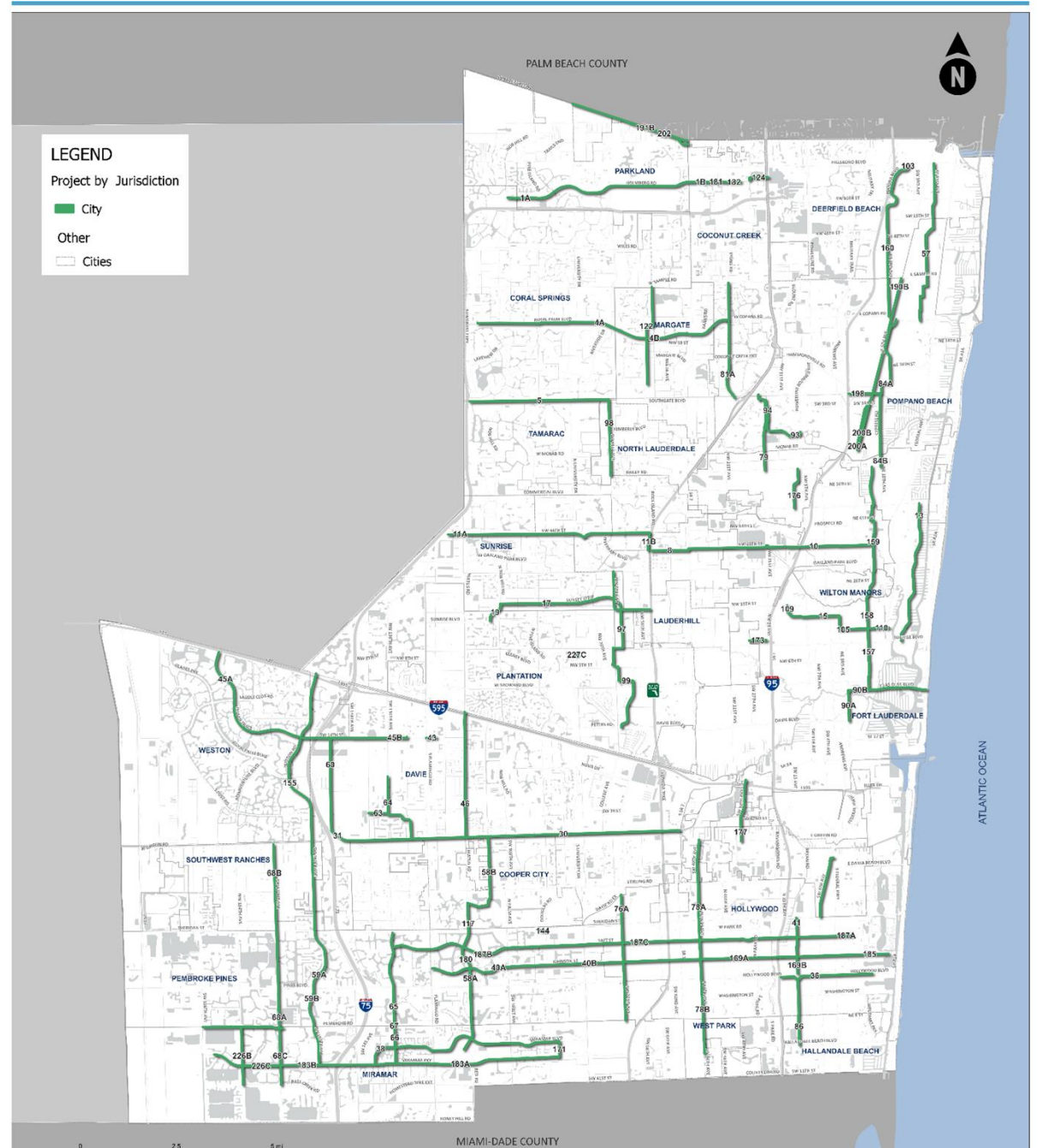
- 136th Avenue
- 148th Avenue
- Coral Springs Drive
- Flamingo Road
- McNab Road
- Miami Road
- Military Trail
- Miramar Parkway
- NW 27 Avenue
- Oakland Park Boulevard
- Pine Island Road
- Riverside Drive
- Sheridan Street
- Stirling Road



# City Projects

## 103 Projects

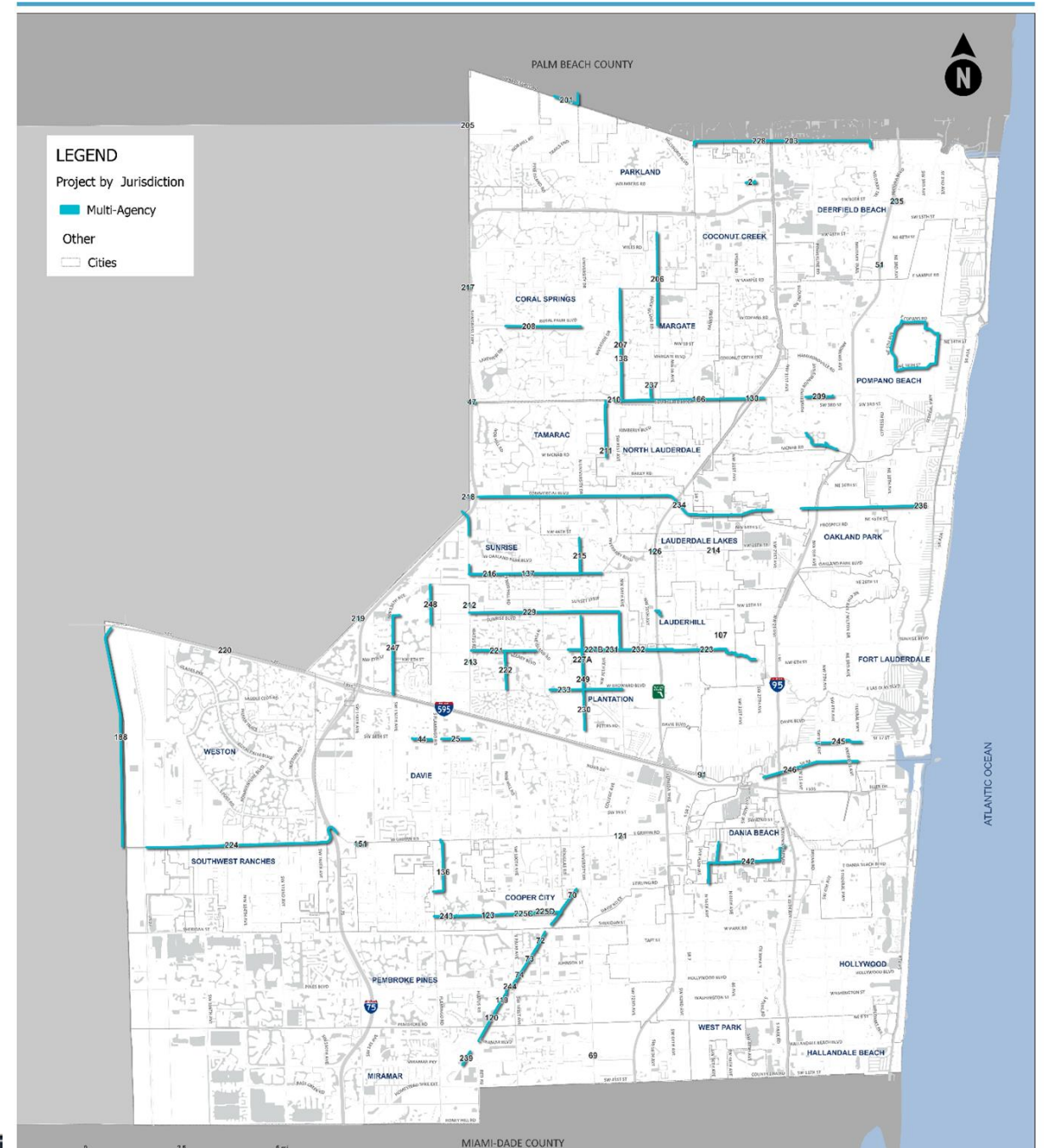
- Coconut Creek
- Cooper City
- Coral Springs
- Davie
- Dania Beach
- Deerfield Beach
- Fort Lauderdale
- Hollywood
- Lauderdale Lakes
- Margate
- Miramar
- Oakland Park
- Parkland
- Pembroke Pines
- Plantation
- Pompano Beach
- Sun rise
- Weston
- Wilton Manors



# Multi Agency Projects

## 71 Projects

- Bridges
- Trails
- Conservation Levee
- Trail Connections
- Utility Easements
- Private Property
- Canals



# Survey Analysis Key Findings - 576 RESPONSES

**1** 84% of respondents **own a bicycle.**

**2** **Feeling safe** is a **key influence** to walking or biking

**3** Most parents feel **uncomfortable** allowing their children to walk, roll, or skate to school

**4** Over **90% of respondents** feel comfortable walking on a buffered sidewalk on local streets.

**5** Almost 60% of respondents walk to a destination & over 85% walk for recreation **at least once per week**

**6** Most respondents **agree we need improved facilities** for walking and biking.

**7** 89% of respondents **ride their bikes on neighborhood streets**

**8** 75% **ride or are interested in riding** a bicycle

**9** More protected bike facilities and dedicated paths were the top factors for respondents to ride their bikes more often

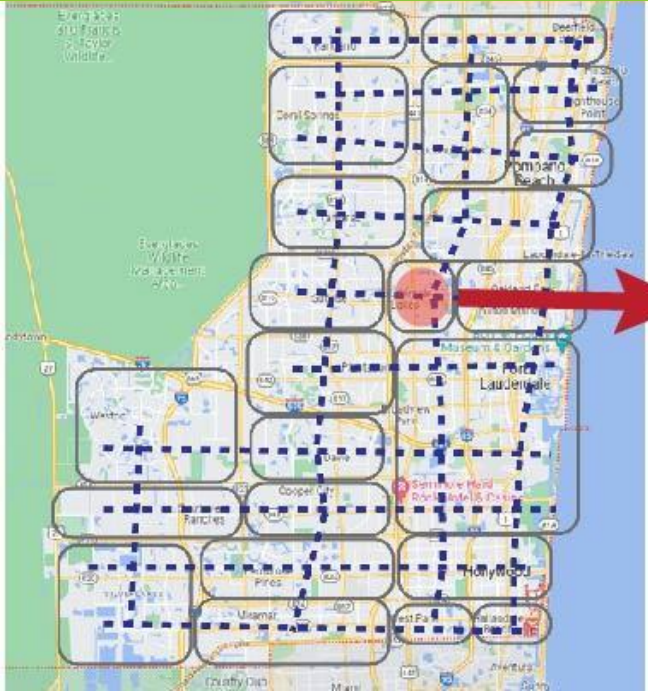
**10** At least 80% want **separation from vehicular traffic** on collector and arterial roads



# Comprehensive Planning & Design Approach

Progression of Regional Network Plan to Facility Design

## Principal Regional Network Plan



## Sub Area Plan



## Facility Design

Insert Typical Section



Insert Intersection



# Design Manual Structure

## 1 Introduction

## 2 Principles and Priorities

- Quality of service/LTS
- The low-stress realm
- Buffering between vulnerable users and motor vehicles
- Priorities
- Street design
- Network

## 3 Street Design Criteria

- C1 - C2
- C3R - C3C
- C4
- C5 - C6
- Residential Streets
- Greenways

## 4 At grade Junctions

- Protected Intersections
- Narrow crossings
- Innovative Intersection
- Roundabouts
- Mid-block crossings

## 5 Grade Separated Crossings

## 6 Comfort Elements (Amenities)

## 7 Other Design Elements

## 8 Technologies & Signalization

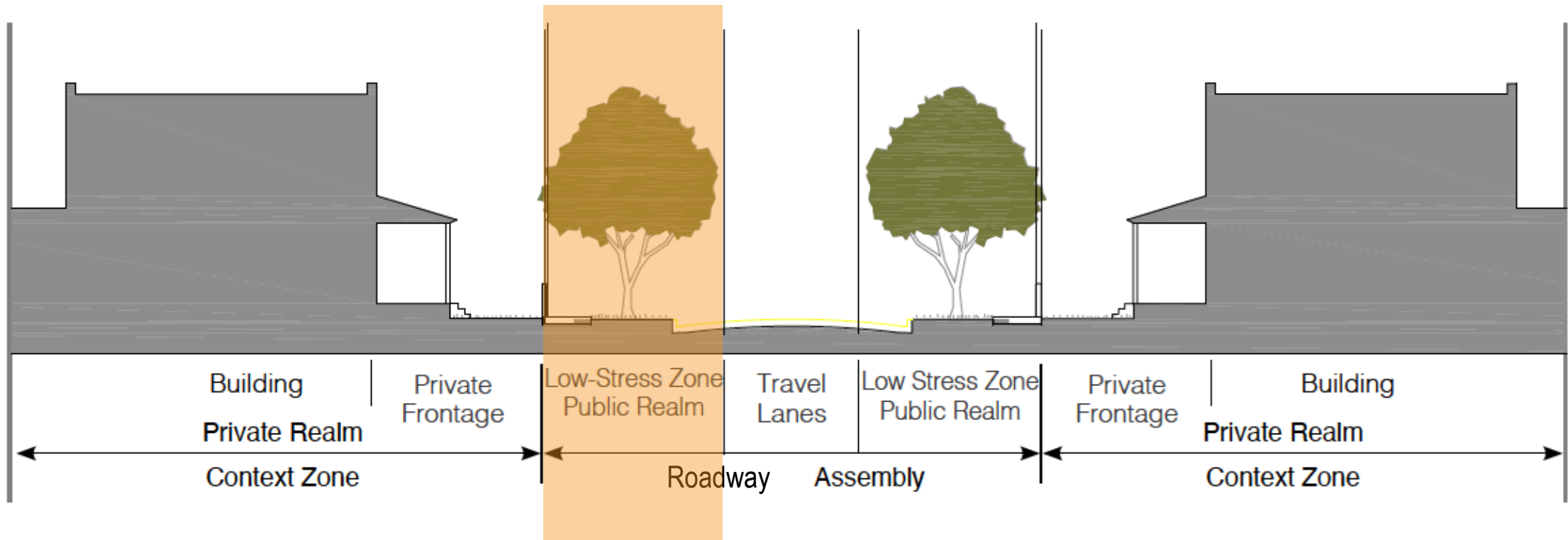
## 9 Operations & Maintenance

## 10 Placemaking

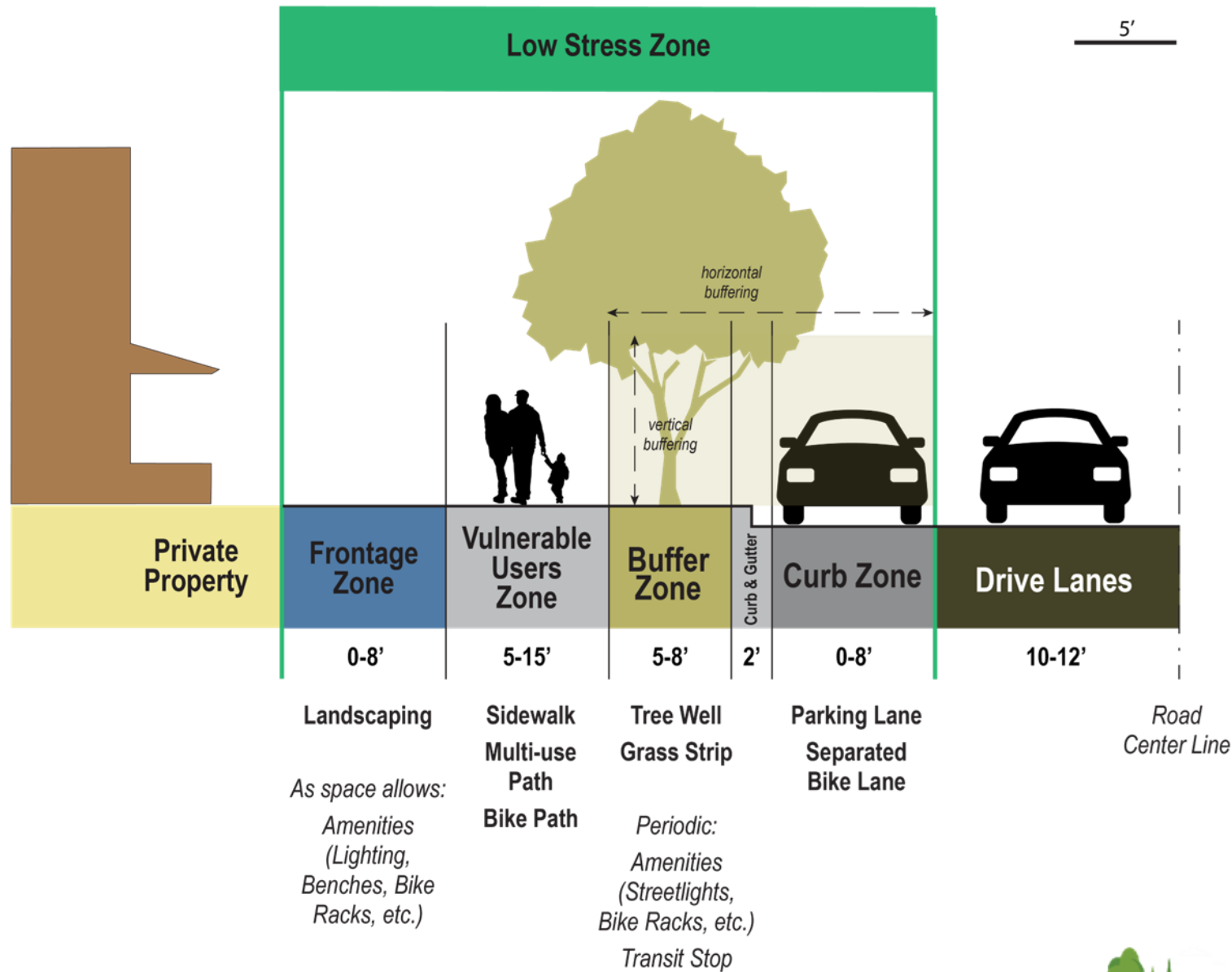


# Every Street has these Realms

## Low-Stress Design Focus

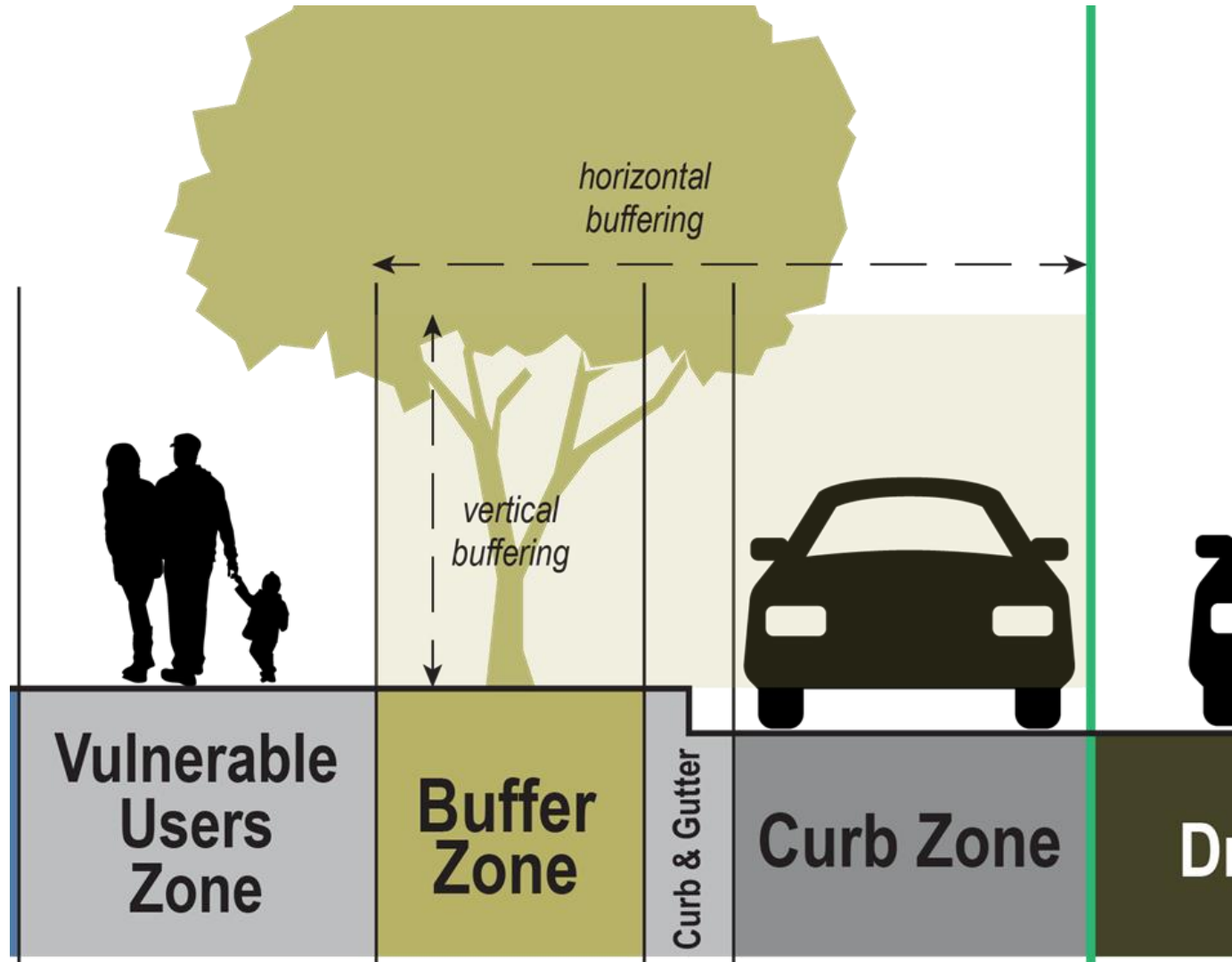


# Low-Stress Design Realm



# Buffering Space

Horizontal Buffering  
+  
Vertical Buffering  
=  
**Desired Buffered**



# Key Design Criteria

ELEMENT	FLORIDA GREENBOOK	LOW-STRESS DESIGN ≤ 35 mph	LOW-STRESS DESIGN ≥ 40 mph
<b>Bike Lane (on street)</b>	5 Feet	7 feet, including buffer	8 feet, including buffer
<b>One-way Bike Path (off -street)</b>	N/A	7 feet minimum	7 feet minimum
<b>Multi-Use Path</b>	10 Feet	12 feet minimum	12 feet minimum
<b>Sidewalk</b>	5 Feet	6 feet minimum	6 feet minimum
<b>Grass Buffer</b>	0 Feet Minimum	10 feet combination Vertical + horizontal	15 feet combination Vertical + horizontal



# Chapter 3 Outline

## Context Class #

- a. Overview
- b. Cross-section
- c. Intersections
- d. Comfort elements
- e. Conflict resolutions
- f. Examples

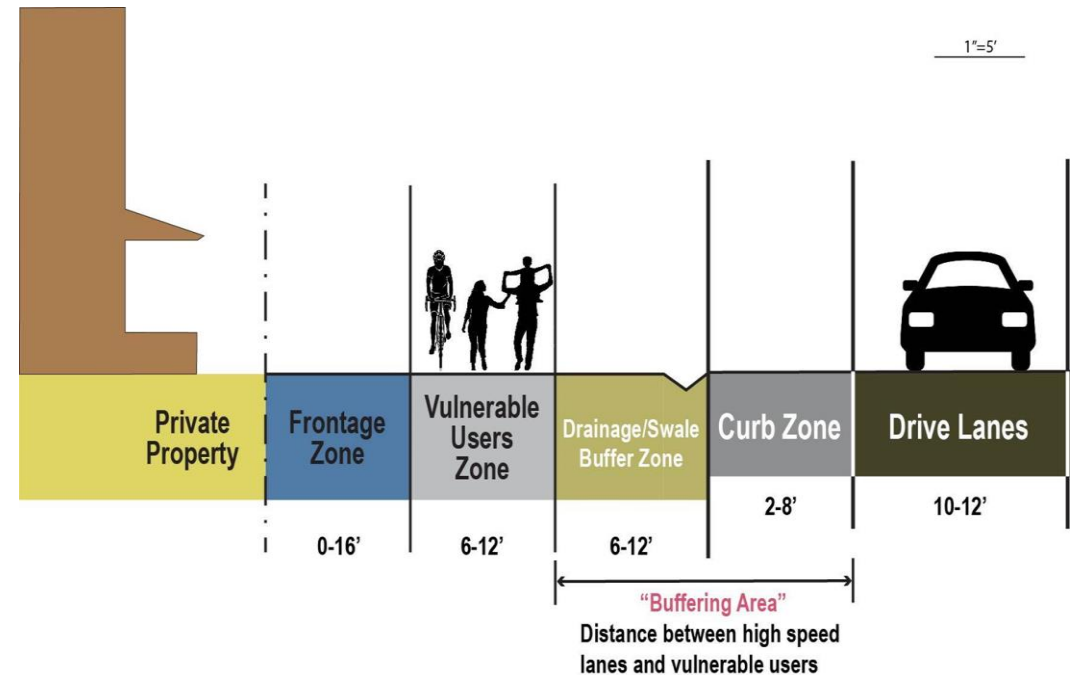
## Chapter 3 Sections

1. C1 - C2
2. C3R - C3C
3. C4
4. C5 - C6
5. Greenways
6. Residential



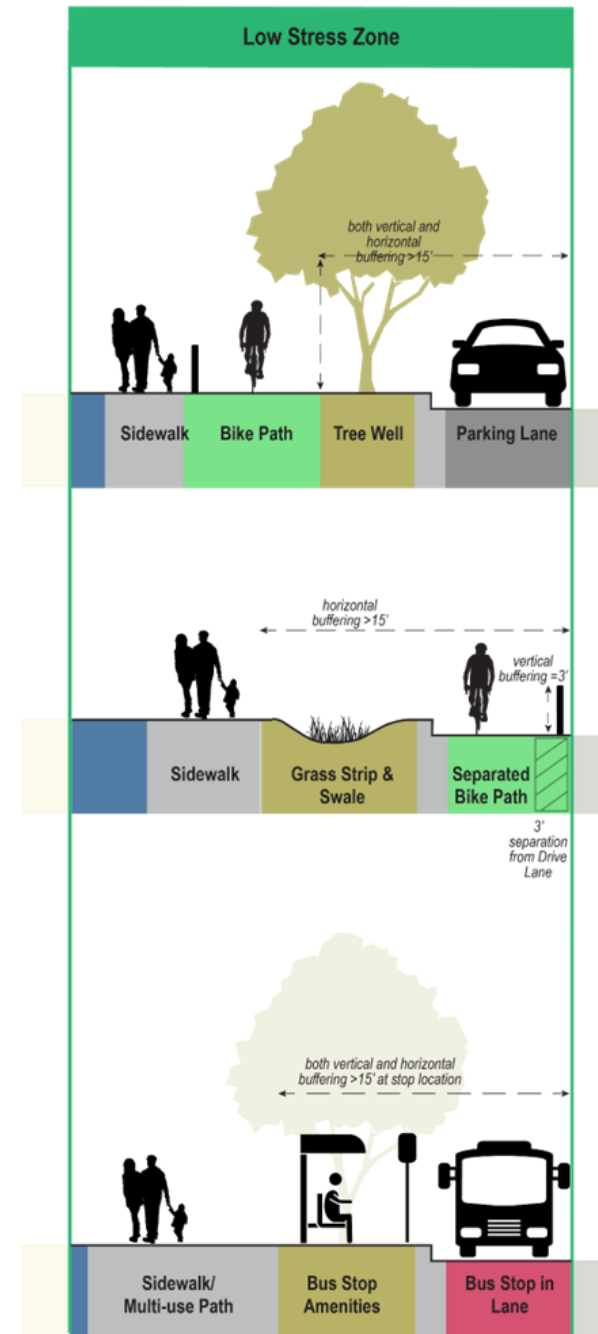
# Chapter 3 Overview

- Narrative of context class prevailing conditions in Broward
- Identify the range of:
  - Speeds
  - ROW
  - Available frontage
- Provide “typicals” of existing conditions



# Chapter 3 Cross Section

- Criteria by Speed
  - Low speed
  - High speed
- Cross Section Type
  - Speed
  - ROW
  - Available frontage
- Provide “typicals” of existing conditions



## Prioritization of Low-Stress Treatments

- Highest Priority
- Second Priority
- Lowest Priority

VULNERABLE USERS ZONE	BUFFER ZONE	CURB ZONE
-----------------------	-------------	-----------

### Street has on-street parking.

Minimum ROW beyond Drive Lanes: 25'

Separated bike path with flex posts or bollards (7' min.)	Planted strip with trees (5' min.)	Parking (8')
Sidewalk (5' min.)		

### Trees and/or on-street parking are not suitable.

Minimum ROW beyond Drive Lanes: 23'

Sidewalk (5' min.)	Grass Strip (10' min.)	Separated at-grade bike path with bollards (preferred), a curb (standard), or flex posts (less ideal). (7' min.)
Multi-use path (12' min.)		
<ul style="list-style-type: none"> <li>• if bike path or bike lane does not fit in any Zone</li> </ul>		

### Transit must be accommodated.

Minimum ROW beyond Drive Lanes: 21'

Sidewalk (5' min.)	Benches, signage, lighting, and shelters designed to BCT standards. (8' min.)	Bus Island and Bike Lane (not shown at right; see page XXX for details)
Multi-use path (12' min.)		Bus dropoff and pickup in Curb Zone (8' min.)
<ul style="list-style-type: none"> <li>• if bike path or bike lane does not fit in any Zone</li> </ul>		





Metropolitan Planning Organization

**Financial Reports 1.**

**Broward Metropolitan Planning Organization**

**Meeting Date: 02/13/2025**

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**SUMMARY:**

**Consulting Contracts Summary Report**

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**Attachments**

Consulting Contracts Summary Report

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# CONSULTANT CONTRACTS SUMMARY REPORT

11/1/2024 - 12/31/2024



VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
BS&A SOFTWARE	ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE LICENSE SUPPORT AND MAINTENANCE	10/2/2024	9/30/2025	\$35,000.00	\$33,005.00	\$1,995.00
CHRISTOPHER RYAN	CONSULTING SERVICES	7/16/2024	6/30/2027	\$180,000.00	\$29,505.00	\$150,495.00
WSP USA INC.	SAFE STREETS AND ROADS FOR ALL (SS4A) BROWARD REGIONAL SAFETY ACTION PLAN	11/15/2023	11/2/2025	\$4,500,000.00	\$2,013,648.39	\$2,486,351.61
CITY OF FORT LAUDERDALE	SUB-RECIPIENT AGREEMENT FOR THE DOWNTOWN MOBILITY HUB: NORTHERN EXPANSION	11/2/2023	3/30/2027	\$247,753.38	\$0.00	\$247,753.38
RINGCENTRAL, INC.	TELEPHONE SERVICES	9/18/2023	9/18/2026	\$72,000.00	\$20,842.10	\$51,157.90
HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC	AUDIT SERVICES	8/1/2023	7/13/2026	\$120,000.00	\$42,085.00	\$77,915.00
MUSEUM OF DISCOVERY AND SCIENCE	MODS STEMOBILE PROGRAM	7/25/2023	8/1/2028	\$125,000.00	\$50,000.00	\$75,000.00
BECKER & POLIAKOFF	FEDERAL LEGISLATIVE LIAISON SERVICES	2/14/2023	2/28/2026	\$600,000.00	\$230,000.00	\$370,000.00
MYSIDEWALK	SOFTWARE ACQUISITION, SUPPORT, AND MAINTENANCE	12/8/2022	10/31/2025	\$48,600.00	\$48,600.00	\$0.00
TSE CONSULTING SERVICES	STATE LEGISLATIVE LIAISON SERVICES	10/13/2022	10/31/2025	\$250,000.00	\$108,333.16	\$141,666.84
ALFRED BENESCH AND COMPANY	2050 METROPOLITAN TRANSPORTATION UPDATE PLUS AMD NO. 1	9/8/2022	12/31/2025	\$1,400,000.00	\$1,258,777.34	\$141,222.66
WHITEHOUSE GROUP INC.	ADVANCING STRATEGIC INITIATIVES	3/10/2022	3/31/2026	\$2,000,000.00	\$858,835.07	\$1,141,164.93
GOODMAN PUBLIC RELATIONS	WEBSITE SERVICES	11/4/2021	11/30/2025	\$150,000.00	\$114,069.95	\$35,930.05
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY	SUB-RECIPIENT AGREEMENT FOR FARE INTEROPERABILITY	10/14/2021	6/30/2025	\$1,632,378.00	\$486,676.55	\$1,145,701.45
WHITEHOUSE GROUP INC.	BROWARD COUNTY SURTAX PROGRAM SUPPORT SERVICES	10/14/2021	6/30/2025	\$1,300,706.00	\$1,151,328.86	\$149,377.14
INTENT DIGITAL L.L.C.	BOARD ROOM VOTING SYSTEM UPGRADE	9/9/2021	9/8/2026	\$328,071.84	\$267,024.98	\$61,046.86
GRANICUS (SWAGIT PRODUCTIONS, LLC)	VIDEO STREAMING SERVICES	9/9/2021	9/8/2026	\$118,200.00	\$64,800.00	\$53,400.00
DESTINY SOFTWARE	AGENDA & MINUTES MANAGEMENT SERVICES	9/9/2021	9/8/2025	\$33,200.00	\$22,750.00	\$10,450.00
ALFRED BENESCH (Tindale-Oliver)	SPEAK UP BROWARD PHASE 3	10/8/2020	12/31/2025	\$1,276,222.00	\$1,229,557.33	\$46,664.67
DATA TRANSFER SOLUTIONS (DTS)	ENHANCEMENTS TO THE INTERACTIVE TRANSPORTATION IMPROVEMENT PROGRAM TOOL, MAPPING AND ANNUAL HOSTING AND MAINTENANCE	7/1/2020	8/31/2025	\$99,500.00	\$88,300.00	\$11,200.00
CITY OF FORT LAUDERDALE	INTER-LOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES	10/8/2015	7/31/2026	\$378,000.00	\$339,500.00	\$38,500.00
DELOITTE CONSULTING, LLP	MPO REGIONAL DATA & TRANSPORTATION ANALYTICS - TASK WORK ORDER CONTRACT (AGMT 24-04) Total Amount not to Exceed \$5,000,000.00)	10/12/2023	10/12/2026	TASK WORK ORDERS		
	Task Work Order No. 2 - Smart Grant Support	9/16/2024	6/30/2025	\$349,717.50	\$293,063.27	\$56,654.23

VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
	Task Work Order No. 3 - Smart Grant Implementation	11/18/2024	1/31/2026	\$1,833,000.00	\$0.00	\$1,833,000.00
CHERRY BEKAERT ADVISORY, LLC	FINANCIAL & ACCOUNTING SERVICES FOR MTECC - TASK WORK ORDER CONTRACT (AGMT 24-01) Total Amount not to Exceed \$1,500,000.00)	8/9/2023	8/8/2026	TASK WORK ORDERS		
	Task Work Order No. 1 - Accounting Services	10/17/2023	6/30/2025	\$75,000.00	\$57,178.50	\$17,821.50
GREATER FORT LAUDERDALE TMA	AGREEMENT FOR ADMINISTRATIVE SERVICES	4/1/2021	9/29/2026	TASK WORK ORDERS		
	Task Work Order No. 4 - Commute Broward Education and Advancement	7/11/2024	6/30/2025	\$99,938.83	\$0.00	\$99,938.83
KIMLEY HORN & ASSOCIATES	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed \$10,000,000.00)	4/14/2022	4/30/2026	TASK WORK ORDERS		
	GPC Task Work Order No. 14 - Planning and Engineering Assistance for Off-System LAP Project Development	7/15/2024	6/30/2026	\$739,057.08	\$97,809.13	\$641,247.95
	GPC Task Work Order No. 18 - General Planning Support	9/16/2024	6/30/2026	\$249,943.26	\$0.00	\$249,943.26
KITTELSON & ASSOCIATES	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed \$10,000,000.00)	4/14/2022	4/30/2026	TASK WORK ORDERS		
	GPC Task Work Order No. 13 - Grant Application Development	7/15/2024	6/30/2026	\$349,737.68	\$39,639.60	\$310,098.08
	GPC Task Work Order No. 17 - Citywide Transportation Master Plans	9/16/2024	6/30/2026	\$249,999.94	\$4,134.35	\$245,865.59
	GPC Task Work Order No. 22 - Multimodal Counts Support	11/15/2024	6/30/2026	\$200,000.00	\$0.00	\$200,000.00
WHITEHOUSE GROUP INC.	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed \$10,000,000.00)	4/14/2022	4/30/2026	TASK WORK ORDERS		
	GPC Task Work Order No. 12 - MPOAC Freight and Rail Committee Support	7/15/2024	6/30/2026	\$174,540.01	\$15,692.00	\$158,848.01
	GPC Task Work Order No. 15 - Complete Streets Training and Community Engagement	9/16/2024	6/30/2026	\$224,961.45	\$10,772.60	\$214,188.85
	GPC Task Work Order No. 19 - Regional Resiliency Improvement Plan	9/16/2024	6/30/2026	\$499,953.50	\$9,141.76	\$490,811.74
	GPC Task Work Order No. 16 - Housing Coordination Plan	10/22/2024	6/30/2026	\$199,996.22	\$0.00	\$199,996.22
	GPC Task Work Order No. 20 - Outreach Guidebook	10/22/2024	6/30/2025	\$99,999.04	\$9,413.87	\$90,585.17
<b>TOTAL:</b>				<b>\$20,240,475.73</b>	<b>\$8,994,483.81</b>	<b>\$11,245,991.92</b>



Metropolitan Planning Organization

**Financial Reports 2.**

**Broward Metropolitan Planning Organization**

**Meeting Date: 02/13/2025**

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**SUMMARY:**

**Local Contribution Collection and Expense Report**

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**Attachments**

Local Contribution Collection and Expense Report

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**Local Contribution - Advocacy Payments**  
**Received thru**  
**12/31/2024**  
**FY 2024-25**  
**Assessed**

Local Contribution Per Capita *14¢ Per Capita					
MPO Member	2020 Population (US Census)	Invoiced Amount	Amount received	Date Received	
Broward County Commission (BCC)*	1,927,487	\$ 53,969.64	17,317.00	10/21/2024	
Broward County Public Schools*	1,927,487	\$ 53,969.64	53,969.63	10/2/2024	
Coconut Creek	57,833	\$ 8,096.62	8,096.62	9/23/2024	
Cooper City	34,401	\$ 4,816.14	4,816.14	8/19/2024	
Coral Springs	134,394	\$ 18,815.16	18,815.16	10/15/2024	
Dania Beach	31,723	\$ 4,441.22	4,441.22	9/23/2024	
Davie	105,691	\$ 14,796.74	14,796.74	10/15/2024	
Deerfield Beach	86,859	\$ 12,160.26	12,160.26	<b>12/12/2024</b>	
Fort Lauderdale	182,760	\$ 25,586.40	25,586.40	9/3/2024	
Hallandale Beach	41,217	\$ 5,770.38			
Hillsboro Beach	1,987	\$ 278.18	278.18	8/19/2024	
Hollywood	153,067	\$ 21,429.38	21,429.38	9/17/2024	
Lauderdale Lakes	35,954	\$ 5,033.56	5,033.56	8/21/2024	
Lauderdale-By-The-Sea	6,198	\$ 867.72	867.72	8/8/2024	
Lauderhill	74,482	\$ 10,427.48	10,427.48	10/1/2024	
Lazy Lakes	33	\$ 4.62			
Lighthouse Point	10,486	\$ 1,468.04	1,468.04	8/12/2024	
Margate	58,712	\$ 8,219.68	8,219.68	10/15/2024	
Miramar	134,721	\$ 18,860.94	18,860.94	9/9/2024	
North Lauderdale	44,794	\$ 6,271.16			
Oakland Park	44,229	\$ 6,192.06	6,192.06	8/26/2024	
Parkland	34,670	\$ 4,853.80	4,853.80	8/12/2024	
Pembroke Park	6,260	\$ 876.40	876.40	8/29/2024	
Pembroke Pines	171,178	\$ 23,964.92	23,964.92	8/26/2024	
Plantation	91,750	\$ 12,845.00	12,845.00	<b>12/23/2024</b>	
Pompano Beach	112,046	\$ 15,686.44	15,686.44	9/3/2024	
Sea Ranch Lakes	540	\$ 75.60	75.60	8/8/2024	
Southwest Ranches	7,607	\$ 1,064.98	1,064.98	8/26/2024	
Sunrise	97,335	\$ 13,626.90	13,626.90	10/28/2024	
Tamarac	71,897	\$ 10,065.58			
West Park	15,130	\$ 2,118.20			
Weston	68,107	\$ 9,534.98	9,534.98	8/19/2024	
Wilton Manors	11,426	\$ 1,599.64			
		<b>\$ 377,787.45</b>	<b>315,305.23</b>		

**Note**

\*BCC & BCPS per capita = 20% of total population



**Local Contribution Advocacy  
Expense Report  
12/31/2024**

Contributions Received ( <i>Current Month</i> )		\$25,005.26
Add: Balance Forward		\$144,832.95
Add: Interest Earned		47.65
<b>Available Funds</b>		<u><b>\$169,885.86</b></u>
Less: Lobbying Efforts	\$24,166.66	
Less: MPOAC Legislative Activities	\$0.00	
Less: Refreshments	\$0.00	
Less: MPO Legal Counsel	\$0.00	
Less: Memberships, and related costs	\$0.00	
Less: Sponsorships, and related costs	\$0.00	
Less: Travel	\$0.00	
Less: Bank Fees	\$0.00	
Less: Other	\$0.00	
Less: Other	\$0.00	
<b>Total Expenses</b>		<u><b>(24,166.66)</b></u>
<b>Bank Balance</b>		<u><u><b>\$145,719.20</b></u></u>



**Local Contribution Advocacy  
Expense Report  
11/30/2024**

Contributions Received ( <i>Current Month</i> )		\$0.00
Add: Balance Forward		\$148,839.31
Add: Interest Earned		160.30
<b>Available Funds</b>		<b>\$148,999.61</b>
Less: Lobbying Efforts	\$4,166.66	
Less: MPOAC Legislative Activities	\$0.00	
Less: Refreshments	\$0.00	
Less: MPO Legal Counsel	\$0.00	
Less: Memberships, and related costs	\$0.00	
Less: Sponsorships, and related costs	\$0.00	
Less: Travel	\$0.00	
Less: Bank Fees	\$0.00	
Less: Other	\$0.00	
Less: Other	\$0.00	
<b>Total Expenses</b>		<b>(4,166.66)</b>
<b>Bank Balance</b>		<b>\$144,832.95</b>



**Local Contribution Advocacy  
 Expense Report  
 10/31/2024**

Contributions Received ( <i>Current Month</i> )		\$137,172.59
Add: Balance Forward		335,668.05
Add: Interest Earned		165.33
Reserved Account		(300,000.00)
<b>Available Funds</b>		<b>\$173,005.97</b>
Less: Lobbying Efforts	\$24,166.66	
Less: MPOAC Legislative Activities	\$0.00	
Less: Refreshments	\$0.00	
Less: MPO Legal Counsel	\$0.00	
Less: Memberships, and related costs	\$0.00	
Less: Sponsorships, and related costs	\$0.00	
Less: Travel	\$0.00	
Less: Bank Fees	\$0.00	
Less: Other	\$0.00	
Less: Other	\$0.00	
<b>Total Expenses</b>		<b>(24,166.66)</b>
<b>Bank Balance</b>		<b>\$148,839.31</b>

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

---

**Notification of Broward MPO Fiscal Year (FY) 2024/25 and 2025/26 Unified Planning Work Program (UPWP) Revision**

**SUMMARY EXPLANATION/BACKGROUND:**

The Unified Planning Work Program (UPWP) and related budget is a statement/scope of work identifying the planning priorities and activities to be carried out within the metropolitan planning area. The FY 2024/25 - FY 2025/26 UPWP/budget covers two years starting on July 1, 2024 and ending on June 30, 2026. In addition to the Transportation Improvement Program and the Metropolitan Transportation Plan, the UPWP is required to maintain MPO Federal and State certifications. The FY 2024/25 - FY 2025/26 UPWP was approved by the MPO Board on May 9, 2024.

Since the FY 2024/25 - FY 2025/26 UPWP became effective on July 1, 2024, many activities have begun and many anticipated agreements have been approved by the Board. In addition, as customary throughout a budget cycle, funds are shifted and moved among UPWP tasks to ensure the efficient utilization of available funds. Modification 1 and Amendment 1 (found here under "Current UPWP Documents":

<https://browardmpo.org/core-products/unified-planning-work-program-upwp-budget>) show adjustments made to the FY 2024/25 - FY 2025/26 UPWP budget. Modification 1 moved \$33,000 in Task 3.0 from salaries to consultant activities for the Smart/Regional Digital Twin to allow for the completion of outreach activities. Amendment 1 made adjustments for an increase in PL funding, allocated additional funding for administrative items and new projects, reduced the amount of 5305(d) funding reflect the actual amount available, and added \$150,000 for a Resiliency Feasibility Project in Task 4.0, among other things. For additional details, please see the Modification 1 and Amendment 1 backup materials listed under the "Current UPWP Documents" at the link provided above.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Renee Cross at (954) 876-0075 or [crossr@browardmpo.org](mailto:crossr@browardmpo.org).

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Metropolitan Planning Organization

**Correspondence 1.**

**Broward Metropolitan Planning Organization**

**Meeting Date: 02/13/2025**

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**SUMMARY:**

**December 2024 and January 2025 Correspondence**

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**Attachments**

December 2024 and January 2025 Correspondence

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Metropolitan Planning Organization

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December 30, 2024

Mr. George Keller, Jr.
City Manager
City of Hollywood
P.O. Box 229045
Hollywood, FL 33022-9045

Dear Mr. Keller:

I am writing to summarize the December 12, 2024, Broward MPO Board meeting discussion, and outline the MPO's next steps regarding the Garfield Street crossing at the Florida East Coast Railway (FEC) in the City of Hollywood. As you are aware, the MPO is the grant recipient for the Broward County Sealed Corridor Project funded through the Federal Railroad Administration's Railroad Crossing Elimination Grant Program. At the December 12, 2024, MPO Board meeting, the Board approved the Subrecipient Agreement Between Brightline and Broward MPO for the Project. A Subsequent Motion was approved by the Board during the meeting, highlighting that the City of Hollywood Commission's current position does not necessitate the closure of the Garfield Street crossing as part of the work to be performed pursuant to the grant agreement with the FRA. This decision emphasizes that the Garfield Street closure will not be carried out without further examination and should be communicated effectively to all interested parties.

In response, the MPO is committed to ensuring clear communication of the City of Hollywood's position on the Garfield Street crossing. The MPO is dedicated to collaborating with all relevant parties to develop thoughtful safety improvements addressing this important safety issue at this crossing. Additionally, recognizing the potential for broader solutions, the MPO recommends partnerships with other cities to seek additional grant funding. This initiative will extend our reach for required resources, creating solutions beneficial to both the City of Hollywood and other involved stakeholders.

We look forward to continued collaboration to demonstrate a commitment to both public safety and the FEC Quiet Zone.

Sincerely,

Gregory Stuart
Executive Director

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Vice Chair
Joy Cooper

Deputy Vice Chair
Byron Jaffe

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Dear Members of the Bloomberg Philanthropies Asphalt Art Initiative Team,

On behalf of the Midtown Advisory Committee, I am writing to convey the Broward MPO's strong support for the City of Plantation's application to the Asphalt Art Initiative. This transformative project will merge critical road safety enhancements with vibrant public art, fostering a renewed sense of community while improving safety and aesthetics in the heart of Plantation.

The targeted areas—SW 6th Street, SW 78th Avenue, and Pine Island Park—are essential corridors for residents, visitors, and local businesses. These locations have been identified as critical in our Multi-Modal Transportation Plan (MMTP) due to pedestrian safety concerns and high crash rates. This initiative proposes innovative solutions, including art-enhanced crosswalks, protected bike lanes, mini roundabouts, and expanded sidewalks, to address these challenges. In addition to improving safety and accessibility, this project will enhance the aesthetic appeal of Midtown Plantation, transforming it into a vibrant destination that reflects the cultural identity of our city. By incorporating bold and creative public art, the project will foster community pride and serve as a unique attraction for residents and visitors alike.

We believe these enhancements will not only improve resident satisfaction but also attract influencers, filmmakers, and creators who can showcase Plantation's charm to wider audiences, ultimately driving economic growth in the area. Furthermore, this initiative presents an exciting opportunity to shape a future where transportation planning and the creative arts intersect, inspiring innovation and community engagement.

The Midtown Advisory Committee is committed to collaborating with the City of Plantation and community stakeholders to ensure the success of this initiative. We are confident that this project will contribute to a safer, more connected, and welcoming Midtown for all.

Thank you for considering this proposal. We are excited about the potential of the Asphalt Art Initiative to transform Midtown Plantation and look forward to supporting its implementation.

Sincerely,

**Gregory Stuart**  
Executive Director  
Broward Metropolitan Planning Organization  
stuartg@browardmpo.org

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January 14, 2025

Secretary Pete Buttigieg  
Office of Infrastructure Finance and Innovation  
Office of the Secretary of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

**RE: Support for Miccosukee Tribe of Indians of Florida’s Rebuilding American Infrastructure with Stability and Equity (RAISE) Grant Program, Assistance Listing # 20.933, Number: DTOS59-25-RA-RAISE**

Dear Mr. Buttigieg,

As the Executive Director of the Broward Metropolitan Planning Organization, I am writing to express my support for the Miccosukee Tribe of Indians of Florida's proposal for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program. The Snake Road Safety Improvement Project (“Project”) is crucial to address the urgent needs of the underserved Miccosukee community. The Project will result in widened lanes, a new shoulder, and road safety improvements. The outcomes of the Project align with the mission and priorities of the U.S. Department of Transportation (USDOT) by advancing equity, incorporating climate and sustainability considerations, bolstering economic strength, and positioning the Tribe for global competitiveness. The Project also aligns with the goals of the Federal Highway Administration (FHWA) because the improvements to Snake Road are safety-driven and will rectify the current operational deficiencies of the facility. Our organization is dedicated to safety in transportation, and we offer our full support for the Miccosukee Tribe's endeavors in realizing these objectives.

Snake Road, also known as BIA Road 1281, is a winding and narrow two-lane road that serves as the primary access to the Miccosukee Tribe’s Alligator Alley Reservation and the Seminole Tribe’s Big Cypress Reservation. Located in the western end of Broward County, Florida, this road is a lifeline between these communities and I-75 and is instrumental in fulfilling Tribal members’ daily needs. It is a key evacuation route in an area frequently swept by hurricanes and wildfires. Due to substandard, deteriorated, and narrow conditions, many accidents have resulted. Urgent intervention is necessary to resolve safety hazards and improve the resilience of the roadway to meet the social, economic, emergency needs of Tribal members and the traveling public. Snake Road is prioritized for safety improvements in the 2016 Tribal Transportation Safety

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**General Counsel**

Alan Gabriel



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Plan (TTSP), the 2016 Snake Road Roadway Safety Audit (RSA), and the Tribe's 2016 Long Range Transportation Plan (LRTP).

Beyond enhancing safety, the Project will contribute to economic development by better accommodating the movement of goods and connectivity. The Project will translate to job growth and employment opportunities, as the road improvement will serve new development near Snake Road, including the newly constructed Little Trail Casino and expansion of the Little Trail Community. These developments significantly increase traffic on Snake Road, underscoring the urgency to complete the improvements to the roadway.

On September 24, 2022, the Miccosukee Tribal Transportation Improvement Program (TTIP) for Snake Road was approved by the Bureau of Indian Affairs Division of Transportation. This confirms the project's national significance, reflecting alignment with the goals established in the National Roadway Safety Strategy (NRSS) to prevent accidents, injuries, and roadway fatalities through a Safe System Approach. The Project has undergone rigorous review in accordance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). Therefore, this project is ready to begin as soon as funding becomes available, ensuring an immediate positive impact.

The Snake Road Improvement Project exemplifies the type of initiative that the US Department of Transportation aims to support through the RAISE grant program. Grant funding is crucial to implement the improvements needed for the safe, equitable, and viable movement of goods and people along this corridor that is so important to the health and sustainability of the Tribe and all users of the facility.

Thank you very much for considering this request. If you require any additional information or clarification, please do not hesitate to contact me at [stuartg@browardmpo.org](mailto:stuartg@browardmpo.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Stuart", is positioned above a horizontal blue line.

Greg Stuart (Jan 15, 2025 11:26 EST)

Greg Stuart  
Executive Director  
Broward MPO






# LOS Raise Program

Final Audit Report

2025-01-15

Created:	2025-01-15
By:	Vilma Hurtado (hurtadov@browardmpo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAidfn3hBGvUQo-q9W5phgQeuJc-YWZf71

## "LOS Raise Program" History

-  Document created by Vilma Hurtado (hurtadov@browardmpo.org)  
2025-01-15 - 1:41:24 PM GMT
-  Document emailed to Greg Stuart (stuartg@browardmpo.org) for signature  
2025-01-15 - 1:41:39 PM GMT
-  Email viewed by Greg Stuart (stuartg@browardmpo.org)  
2025-01-15 - 4:26:29 PM GMT
-  Document e-signed by Greg Stuart (stuartg@browardmpo.org)  
Signature Date: 2025-01-15 - 4:26:40 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-15 - 4:26:40 PM GMT



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January 16, 2025

**VIA FEDEX and E-MAIL**

Ms. Susan Grant  
Acting City Manager  
100 N Andrews Avenue,  
Fort Lauderdale, FL 33301

RE: Subrecipient Agreement - Downtown Fort Lauderdale Mobility Hub Project- Northern Expansion (the "Agreement")

Dear Susan:

Pursuant to Article 12 of the Agreement, and the prior discussions between the Broward Metropolitan Planning Organization ("MPO") and the City of Fort Lauderdale ("City") staff on January 10, 2025, the MPO is providing this notice to terminate the Agreement effective February 14, 2025.

The Broward MPO looks forward to continuing to partner with the City of Fort Lauderdale on future projects.

Warmest regards,

Gregory Stuart, AICP  
Executive Director

Enclosure: Downtown Fort Lauderdale Mobility Hub Project- Northern Expansion Subrecipient Agreement

Cc:  
D'Wayne M. Spence, Interim City Attorney  
Alan Gabriel, BMPO General Counsel  
Milos Majstorovic, Acting Director  
Kristin Thompson, Division Manager  
William Cross, Deputy Executive Director  
Andrew Riddle, Community Planning Manager  
Christopher Bross, Procurement Officer  
Fazal Qureshi, Senior Engineer

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Alan Gabriel



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January 27, 2025

Ms. Kelly Budhu, Broward MPO Liaison  
Florida Department of Transportation (FDOT) District Four  
Planning & Environmental Management Office  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309

**RE: Broward MPO FFY 2025 - FFY 2029 TIP Administrative Modification**

Dear Ms. Kelly:

This letter informs you that we have approved administrative TIP modification to the Broward MPO's Federal Fiscal Year (FFY) 2025-2029 Transportation Improvement Program (TIP).

Specifically, the Broward MPO concurs with the administrative TIP modification for the following project:

- **FM# 456334-1: JMIAMI UZA - FY2023 Community Project Funding - Josh Lee Blvd**

If you have any questions about this correspondence or require further information, please do not hesitate to call me at (954) 875-0035 or [stuartg@browardmpo.org](mailto:stuartg@browardmpo.org).

Sincerely,

Gregory Stuart, AICP  
Executive Director

Enclosure

cc: William L. Cross, P.E., Broward MPO  
Peter Gies, AICP, Broward MPO  
Jihong Chen, Broward MPO  
Roger Miranda, Broward MPO

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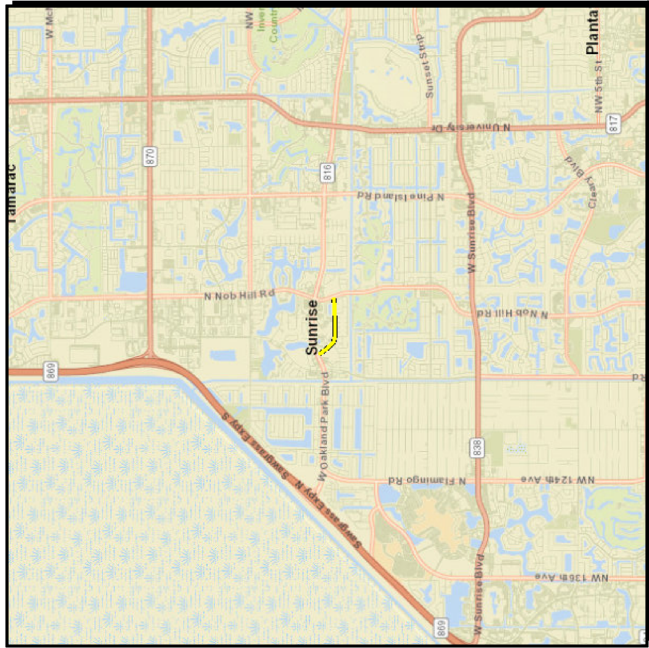
Vinnie Andreano  
Antonio V. Arserio  
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**456334-1 Josh Lee Blvd**

**Non-SIS**



**Work Summary:** TRANSIT IMPROVEMENT

**From:**

**To:**

**Lead Agency:** Sunrise

**MTP Pg.:** 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	FTA	2,500,000	0	0	0	0	2,500,000
CAP	LF	2,200,000	0	0	0	0	2,200,000
<b>Total</b>		<b>4,700,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,700,000</b>

**Prior Year Cost:**  
**Future Year Cost:** 4,700,000  
**Total Project Cost:**

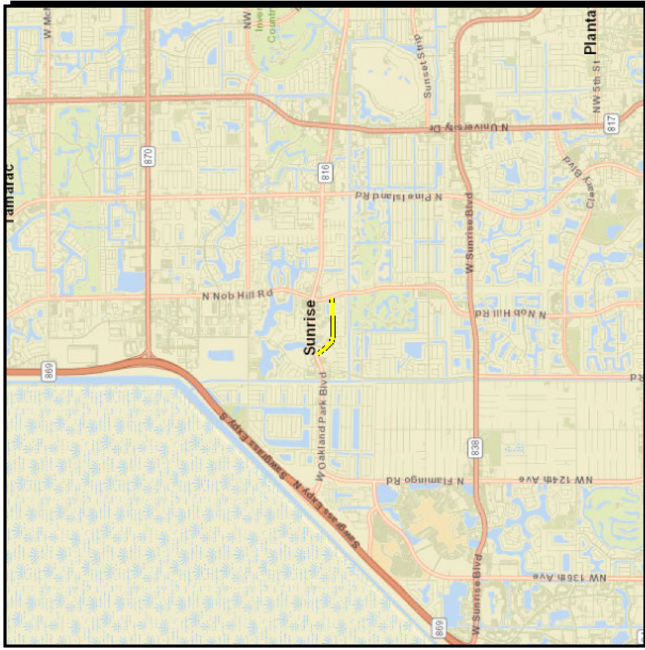
**Project Description:** Consolidated Appropriations Act. Community Project Funding . The local funding is displayed for illustrative purposes only. The local funds will be included in the municipality's budget for FY25, starting October 1, 2024.

456334-1

- 3

- Josh Lee Blvd

Non-SIS



**Work Summary:** TRANSIT IMPROVEMENT

**From:**

**To:**

**Lead Agency:** Sunrise

**MTP Pg.:** 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	FTA	2,500,000	0	0	0	0	2,500,000
CAP	LF	2,200,000	0	0	0	0	2,200,000
<b>Total</b>		<b>4,700,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,700,000</b>

**Signature:**    
 Greg Stuart (Jan 27, 2025 11:25 EST)

**Email:** [stuartg@browardmpo.org](mailto:stuartg@browardmpo.org)

**Prior Year Cost:**

**Future Year Cost:**

**Total Project Cost:** 4,700,000

**Project Description:**

Consolidated Appropriations Act. Community Project Funding . The local funding is displayed for illustrative purposes only. The local funds will be included in the municipality's budget for FY25, starting October 1, 2024.






# 4563341

Final Audit Report

2025-01-27

Created:	2025-01-27
By:	Jihong Chen (chenj@browardmpo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAug8iKVMi7QNrqpLp8QpZ2YrjYrRMMXAF

## "4563341" History

-  Document created by Jihong Chen (chenj@browardmpo.org)  
2025-01-27 - 3:24:09 PM GMT
-  Document emailed to Greg Stuart (stuartg@browardmpo.org) for signature  
2025-01-27 - 3:24:15 PM GMT
-  Email viewed by Greg Stuart (stuartg@browardmpo.org)  
2025-01-27 - 3:41:38 PM GMT
-  Document e-signed by Greg Stuart (stuartg@browardmpo.org)  
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2025-01-27 - 4:25:46 PM GMT



Committee Reports 0.

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**SUMMARY:**

**Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the January 22, 2025 Workshops**

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**Attachments**

Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the January 22, 2025 Workshops

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## Technical Advisory Committee (TAC) Actions

January 22, 2025  
2:30 p.m. Virtual Workshop

NON-ACTION ITEMS	Action
Report From Partner Agency - Florida Department of Transportation (FDOT) - Interstate 95 (I-95/SR 9) Project Development and Environment (PD&E) Study	N/A
Broward Safety Action Plan (BSAP) Update	N/A
Report From Partner Agency - Broward County - Low Stress Multimodal Mobility Network Master Plan	N/A

## Citizens' Advisory Committee (CAC) Actions

January 22, 2025  
6:00 p.m. Virtual Workshop

NON-ACTION ITEMS	Action
Report From Partner Agency - Florida Department of Transportation (FDOT) - Interstate 95 (I-95/SR 9) Project Development and Environment (PD&E) Study	N/A
Broward Safety Action Plan (BSAP) Update	N/A
Report From Partner Agency - Broward County - Low Stress Multimodal Mobility Network Master Plan	N/A

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

---

**Notice of Broward Variance Report Between the Fiscal Year (FY) 2025–2029  
Transportation Improvement Program (TIP) and the FY 2026–2030 Draft Tentative Work  
Program (DTWP)**

**SUMMARY EXPLANATION/BACKGROUND:**

The Broward MPO received the Broward Variance Report on January 24, 2025 from the Florida Department of Transportation. This Report compares the fiscal year (FY) 2025–2029 Transportation Improvement Program (TIP), which was approved by the Board during the July 11, 2024 meeting, with the FY 2026–2030 Draft Tentative Work Program (DTWP), which the Board approved during the December 12, 2024, meeting. The Report includes the changes to projects between the TIP and the DTWP. Typically, the Broward MPO receives this Report as part of the DTWP transmittal. Given the delay, this item is being provided for informational purposes. For further details, please refer to the Attachment. Staff will be available to address any questions or comments at the meeting.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Jihong Chen at (954) 876-0066 or [chenj@browardmpo.org](mailto:chenj@browardmpo.org).

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**Attachments**

Broward Variance Report Between the FY 2025–2029 TIP and the FY 2026–2030 DTWP

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### TIP vs FY2026-2030 Draft Tentative Work Program

Category	County	Item Number	Item Segment	Phase Group	Phase Type	Phase Description	Project Description	7/1/2024	1/15/2025	Comments
Additions	BROWARD	405118	3	7	8	Maintenance Other Agency	BROWARD COUNTY JPA'S FOR LIGHTING MAINTENANCE		2026	Phase Added to meet the Department's needs.
		406795	8	7	2	Maintenance Consultant	DW TSMO DEVICE MAINTENANCE		2030	Phase Added to meet the Department's needs.
		428073	7	7	2	Maintenance Consultant	BROWARD COUNTY PRESSURE CLEANING AND COATING		2029	Phase Added to meet the Department's needs.
		428333	8	7	2	Maintenance Consultant	BROWARD NPDES CORRECTIVE ACTIONS		2029	Phase Added to meet the Department's needs.
		429249	8	5	2	Construction	BROWARD COUNTY PUSH-BUTTON TRAFFIC OPS - ROADWAY		2030	Phase Added to meet the Department's needs.
				6	1	CEI In-House	BROWARD COUNTY PUSH-BUTTON TRAFFIC OPS - ROADWAY		2030	Phase Added to support Construction.
					2	CEI	BROWARD COUNTY PUSH-BUTTON TRAFFIC OPS - ROADWAY		2030	Phase Added to support Construction.
		434711	7	5	2	Construction	BROWARD COUNTY PAVEMENT MARKINGS & SIGNING		2030	Phase Added to meet the Department's needs.
				6	1	CEI In-House	BROWARD COUNTY PAVEMENT MARKINGS & SIGNING		2030	Phase Added to support Construction.
					2	CEI	BROWARD COUNTY PAVEMENT MARKINGS & SIGNING		2030	Phase Added to support Construction.
		435461	6	6	1	CEI In-House	SAWGRASS (SR 869) 10 LANE IMPLEMENTATION (MP 9 - 12)		2028	Phase Added to support Construction.
		435514	1	5	A	Construction Incentive	SR-9/I-95 @ SUNRISE BLVD. INTERCHANGE IMPROVEMENT		2028	Phase Added to support Construction.
		435765	2	7	B	Maintenance Service Contract	UPS MAINTENANCE SERVICES - TURNPIKE - I-595 EXPRESS LANES		2029	Phase Added to meet the Department's needs.
		435808	3	3	6	PE Utility	SR-9/I-95 E OF 95 RAMPS T/FR COMMERCIAL BLVD N ANDREWS AV FRONTAGE RD		2026	Phase Added to meet the Department's needs.
		436339	6	5	2	Construction	BROWARD COUNTY PUSH-BUTTON CONTRACT TRAFFIC SIGNAL CONST		2030	Phase Added to meet the Department's needs.
				6	1	CEI In-House	BROWARD COUNTY PUSH-BUTTON CONTRACT TRAFFIC SIGNAL CONST		2030	Phase Added to support Construction.
					2	CEI	BROWARD COUNTY PUSH-BUTTON CONTRACT TRAFFIC SIGNAL CONST		2030	Phase Added to support Construction.
		436980	1	4	2	Right of Way Consultant	PEMBROKE ROAD FROM DOUGLAS ROAD (SW 89 AV) TO SR-817/UNIVERSITY DRIVE		2026	Phase Added to align with Right of Way schedule.
		437879	5	7	2	Maintenance Consultant	BROWARD COUNTY STATE MAINTENANCE OF TRAFFIC		2030	Phase Added to meet the Department's needs.
		438116	1	3	2	PE Consultant	NE 34 COURT BEGINING AT NE 12 TERRACE TO NE 16 AVENUE		2027	Phase Added to meet the Department's needs.
		439780	5	7	2	Maintenance Consultant	BROWARD COUNTY MISC ROAD CONCRETE		2029	Phase Added to meet the Department's needs.
		441713	2	2	2	PD&E Consultant	COPANS ROAD GRADE SEPARATION @ SOUTH FLORIDA RAIL CORRIDOR		2027	Phase Added to meet the Department's needs.
		441955	1	4	1	Right of Way In-House	SR-5/US-1 @ SR-838/SUNRISE BOULEVARD		2028	Phase Added to align with Right of Way schedule.
					2	Right of Way Consultant	SR-5/US-1 @ SR-838/SUNRISE BOULEVARD		2028	Phase Added to align with Right of Way schedule.
					3	Right of Way Purchase	SR-5/US-1 @ SR-838/SUNRISE BOULEVARD		2029	Phase Added to align with Right of Way schedule.
					B	Right of Way Service Contract	SR-5/US-1 @ SR-838/SUNRISE BOULEVARD		2028	Phase Added to align with Right of Way schedule.
				5	2	Construction	SR-5/US-1 @ SR-838/SUNRISE BOULEVARD		2030	Phase Added to meet the Department's needs.
				6	1	CEI In-House	SR-5/US-1 @ SR-838/SUNRISE BOULEVARD		2030	Phase Added to support Construction.
					2	CEI	SR-5/US-1 @ SR-838/SUNRISE BOULEVARD		2030	Phase Added to support Construction.
		443882	4	6	1	CEI In-House	TPK EXT (SR821) THRU LANE IMPLEMENTATION (MP 40.2-47)		2026	Phase Added to support Construction.
		445518	2	9	4	Capital Grant	SFRTA RAILROAD CROSSING IMPROVEMENTS		2026	Phase Added to meet the Department's needs.
		445891	1	5	2	Construction	SR-870/COMMERCIAL BLVD BRIDGE OVER ICWW		2027	Phase Added to meet the Department's needs.
				6	1	CEI In-House	SR-870/COMMERCIAL BLVD BRIDGE OVER ICWW		2027	Phase Added to support Construction.
					2	CEI	SR-870/COMMERCIAL BLVD BRIDGE OVER ICWW		2027	Phase Added to support Construction.
		446210	4	7	2	Maintenance Consultant	BROWARD LITTER AND DEBRIS REMOVAL		2029	Phase Added to meet the Department's needs.
		446381	2	3	1	PE In-House	SW 130TH AVE FROM SW 8TH ST TO SR-84		2028	Phase Added to meet the Department's needs.
					8	PE Other Agency	SW 130TH AVE FROM SW 8TH ST TO SR-84		2028	Phase Added to meet the Department's needs.
		447678	1	5	A	Construction Incentive	SR-838/SUNRISE BLVD FROM I-95 TO SR-5/US-1		2026	Phase Added to support Construction.
		449243	2	5	2	Construction	COUNTYWIDE SONOVOID SLAB BRIDGE REHABILITATION		2029	Phase Added to meet the Department's needs.
				6	1	CEI In-House	COUNTYWIDE SONOVOID SLAB BRIDGE REHABILITATION		2029	Phase Added to support Construction.
					2	CEI	COUNTYWIDE SONOVOID SLAB BRIDGE REHABILITATION		2029	Phase Added to support Construction.
			3	5	2	Construction	COUNTYWIDE SONOVOID SLAB BRIDGE REHABILITATION		2029	Phase Added to meet the Department's needs.
				6	1	CEI In-House	COUNTYWIDE SONOVOID SLAB BRIDGE REHABILITATION		2029	Phase Added to support Construction.
					2	CEI	COUNTYWIDE SONOVOID SLAB BRIDGE REHABILITATION		2029	Phase Added to support Construction.
		449678	1	3	1	PE In-House	CLEARY BLVD FROM HIATUS RD TO UNIVERSITY DR		2027	Phase Added to meet the Department's needs.
		449718	1	3	2	PE Consultant	NE 12TH TERR ROADWAY IMPROVEMENTS		2026	Phase Added in coordination with City... Funds moved from PH32.
		449819	2	5	2	Construction	SR-25/US-27 MIAMI-DADE/BWD COUNTY LINE TO N OF GRIFFIN ROAD		2027	Phase Added to meet the Department's needs.
				6	1	CEI In-House	SR-25/US-27 MIAMI-DADE/BWD COUNTY LINE TO N OF GRIFFIN ROAD		2027	Phase Added to support Construction.
					2	CEI	SR-25/US-27 MIAMI-DADE/BWD COUNTY LINE TO N OF GRIFFIN ROAD		2027	Phase Added to support Construction.
		450052	9	7	2	Maintenance Consultant	FLOORING REPLACEMENT		2026	Phase Added to meet the Department's needs.
		450053	2	7	2	Maintenance Consultant	BROWARD MATERIALS LAB CONST - NEW SIDE WALKS		2027	Phase Added to meet the Department's needs.
		450123	3	7	2	Maintenance Consultant	BROWARD COUNTY MOWING PRIMARY		2030	Phase Added to meet the Department's needs.
		450832	1	2	1	PD&E In-House	SE 10TH ST FROM DIXIE HWY TO US-1		2029	Phase Added to meet the Department's needs.
					2	PD&E Consultant	SE 10TH ST FROM DIXIE HWY TO US-1		2029	Phase Added in coordination with the City.
					8	PD&E Other Agency	SE 10TH ST FROM DIXIE HWY TO US-1		2029	Phase Added in coordination with the City.
		451043	1	5	2	Construction	I-95/SR-9 AND COPANS ROAD INTERCHANGE		2027	Phase Added to meet the Department's needs.
				6	1	CEI In-House	I-95/SR-9 AND COPANS ROAD INTERCHANGE		2027	Phase Added to support Construction.
					2	CEI	I-95/SR-9 AND COPANS ROAD INTERCHANGE		2027	Phase Added to support Construction.

Additions	BROWARD	451288	2	7	2	Maintenance Consultant	BROWARD COUNTY INSTALL HANDRAILS		2028	Phase Added to meet the Department's needs.
		451289	3	7	2	Maintenance Consultant	BROWARD COUNTY TREE TRIMMING		2030	Phase Added to meet the Department's needs.
		451493	1	5	2	Construction	SR-842/BROWARD BLVD. FROM W OF BERKELEY BLVD TO W OF NW 28TH WAY		2026	Phase Added to meet the Department's needs.
				6	2	CEI	SR-842/BROWARD BLVD. FROM W OF BERKELEY BLVD TO W OF NW 28TH WAY		2026	Phase Added to support Construction.
		452075	1	4	1	Right of Way In-House	WIDEN TPK (SR 91) S OF OAKLAND PARK TO S OF COMMERCIAL BLVD(MP 60-62)		2029	Phase Added to align with Right of Way schedule.
					B	Right of Way Service Contract	WIDEN TPK (SR 91) S OF OAKLAND PARK TO S OF COMMERCIAL BLVD(MP 60-62)		2029	Phase Added to align with Right of Way schedule.
		452077	2	4	1	Right of Way In-House	COCONUT CREEK INTERCHANGE MODIFICATIONS (MP 67)		2027	Phase Added to align with Right of Way schedule.
					B	Right of Way Service Contract	COCONUT CREEK INTERCHANGE MODIFICATIONS (MP 67)		2027	Phase Added to align with Right of Way schedule.
				6	1	CEI In-House	COCONUT CREEK INTERCHANGE MODIFICATIONS (MP 67)		2029	Phase Added to support Construction.
		452921	1	3	1	PE In-House	I-75 AND US-27 INTERCHANGE (RAMP E-F)		2026	Phase Added to meet the Department's needs.
					2	PE Consultant	I-75 AND US-27 INTERCHANGE (RAMP E-F)		2026	Phase Added to meet the Department's needs.
				5	2	Construction	I-75 AND US-27 INTERCHANGE (RAMP E-F)		2029	Phase Added to meet the Department's needs.
				6	1	CEI In-House	I-75 AND US-27 INTERCHANGE (RAMP E-F)		2029	Phase Added to support Construction.
					2	CEI	I-75 AND US-27 INTERCHANGE (RAMP E-F)		2029	Phase Added to support Construction.
		453341	1	5	8	Construction Other Agency	NW 31 AVE FROM BROWARD BLVD TO MCNAB ROAD		2030	Phase Added to support Construction.
				6	1	CEI In-House	NW 31 AVE FROM BROWARD BLVD TO MCNAB ROAD		2030	Phase Added to support Construction.
					2	CEI	NW 31 AVE FROM BROWARD BLVD TO MCNAB ROAD		2030	Phase Added to support Construction.
		453634	2	7	2	Maintenance Consultant	BROWARD COUNTY PAVEMENT MARKINGS - LONG LINE		2027	Phase Added to meet the Department's needs.
		454279	1	3	1	PE In-House	BROWARD BLVD TRUCK PARKING EXPANSION BROWARD BLVD AT I-95		2027	Phase Added to meet the Department's needs.
					2	PE Consultant	BROWARD BLVD TRUCK PARKING EXPANSION BROWARD BLVD AT I-95		2027	Phase Added to meet the Department's needs.
				5	2	Construction	BROWARD BLVD TRUCK PARKING EXPANSION BROWARD BLVD AT I-95		2029	Phase Added to meet the Department's needs.
				6	1	CEI In-House	BROWARD BLVD TRUCK PARKING EXPANSION BROWARD BLVD AT I-95		2029	Phase Added to support Construction.
					2	CEI	BROWARD BLVD TRUCK PARKING EXPANSION BROWARD BLVD AT I-95		2029	Phase Added to support Construction.
		454374	1	9	4	Capital Grant	SOUTH FLORIDA RAIL CORRIDOR AT MULTIPLE LOCATIONS		2026	Phase Added to meet the Department's needs.
		454407	1	3	1	PE In-House	NE 15TH AVENUE FROM SUNRISE BLVD. TO THE MIDDLE RIVER		2028	Phase Added to meet the Department's needs.
					8	PE Other Agency	NE 15TH AVENUE FROM SUNRISE BLVD. TO THE MIDDLE RIVER		2029	Phase Added to meet the Department's needs.
		454754	1	1	2	Planning Consultant	SR-84 AT FLORIDA EAST COAST CORRIDOR CROSSING PD&E STUDY		2027	Phase Added to meet the Department's needs.
				2	2	PD&E Consultant	SR-84 AT FLORIDA EAST COAST CORRIDOR CROSSING PD&E STUDY		2029	Phase Added to meet the Department's needs.
		454772	2	5	7	Rail	SR-870/COMMERCIAL BOULEVARD GRADE CROSSING REHABILITATION SFRC		2027	Phase Added to support Construction.
		454776	1	3	1	PE In-House	PINES BOULEVARD AT SR-817/UNIVERSITY DRIVE		2026	Phase Added to meet the Department's needs.
					2	PE Consultant	PINES BOULEVARD AT SR-817/UNIVERSITY DRIVE		2026	Phase Added to meet the Department's needs.
				5	2	Construction	PINES BOULEVARD AT SR-817/UNIVERSITY DRIVE		2029	Phase Added to meet the Department's needs.
				6	1	CEI In-House	PINES BOULEVARD AT SR-817/UNIVERSITY DRIVE		2029	Phase Added to support Construction.
					2	CEI	PINES BOULEVARD AT SR-817/UNIVERSITY DRIVE		2029	Phase Added to support Construction.
		454777	1	3	1	PE In-House	SR-870/COMMERCIAL BLVD FR UNIVERSITY DR TO W. OF ROCK ISLAND ROAD		2030	Phase Added to meet the Department's needs.
					2	PE Consultant	SR-870/COMMERCIAL BLVD FR UNIVERSITY DR TO W. OF ROCK ISLAND ROAD		2030	Phase Added to meet the Department's needs.
		454815	1	9	4	Capital Grant	NORTH PERRY AIRPORT - TAXIWAY P PAVEMENT REHABILITATION		2026	Phase Added in coordination with the Airport.
		454817	1	9	4	Capital Grant	POMPANO AIRPARK - DESIGN WILDLIFE HAZARD MITIGATION		2026	Phase Added in coordination with the Airport.
		454850	1	9	4	Capital Grant	FT LAUDERDALE EXECUTIVE AIRPORT - MASTER PLAN UPDATE		2027	Phase Added in coordination with the Airport.
		454851	1	9	4	Capital Grant	NORTH PERRY AIRPORT WAST WATER IMPROVEMENTS DESIGN		2027	Phase Added in coordination with the Airport.
		454852	1	9	4	Capital Grant	POMPANO AIRPARK -AIRSPACE OBSTRUCTION MITIGATION - DESIGN		2027	Phase Added in coordination with the Airport.
		454898	1	9	4	Capital Grant	NORTH PERRY AIRPORT RUNWAY 1R-19L & TAXIWAY E LIGHTING IMPROVEMENTS		2029	Phase Added in coordination with the Airport.
		454974	1	3	1	PE In-House	SAMPLE ROAD BRIDGE REPLACEMENT PLANNING		2026	Phase Added to meet the Department's needs.
					8	PE Other Agency	SAMPLE ROAD BRIDGE REPLACEMENT PLANNING		2026	Phase Added to meet the Department's needs.
		454975	1	3	1	PE In-House	SW 7TH AVENUE BRIDGE REHABILITATION		2026	Phase Added to meet the Department's needs.
					8	PE Other Agency	SW 7TH AVENUE BRIDGE REHABILITATION		2026	Phase Added to meet the Department's needs.
		454987	1	7	2	Maintenance Consultant	BROWARD COUNTY SHOULDER REPAIR/REDRESS		2029	Phase Added to meet the Department's needs.
		454999	1	9	4	Capital Grant	POMPANO BEACH AIRPARK - TAXIWAY L REHAB AND HOT SPOT 1 MITIGATION		2028	Phase Added in coordination with the Airport.
		455001	1	9	4	Capital Grant	POMPANO BEACH AIRPARK -WILDLIFE HAZARD MITIGATION - CONSTRUCTION		2028	Phase Added in coordination with the Airport.
		455002	1	9	4	Capital Grant	POMPANO BEACH AIRPARK -AIRSPACE OBSTRUCTION MITIGATION		2028	Phase Added in coordination with the Airport.
		455005	1	9	4	Capital Grant	NORTH PERRY AIRPORT - PHASE I - WASTE WATER IMPROVEMENTS CONSTRUCTION		2028	Phase Added in coordination with the Airport.
		455012	1	9	4	Capital Grant	POMPANO AIRPARK -MASTER STORMWATER MANAGEMENT PLAN UPDATE		2027	Phase Added in coordination with the Airport.
		455211	1	9	4	Capital Grant	CITY OF POMPANO BEACH WATER TAXI - SERVICE DEVELOPMENT		2026	Phase Added in coordination with the City.
		455222	1	5	7	Rail	SR-810/HILLSBORO BLVD-XING REHAB SFRTA SX998.23 628167		2026	Phase Added to support Construction.
		455223	1	5	7	Rail	SR-845/POWERLINE RD - XING REHAB - SFRTA SX1007.82 628187L		2027	Phase Added to support Construction.
		455273	1	9	4	Capital Grant	PORT EVERGLADES SEAPORT - NEW BULKHEAD AT BERTHS 14 & 15		2030	Phase Added to meet the Department's needs.
		455276	1	9	8	Capital Other Agency	SFRC NEW RIVER BRIDGE TIMBERS WIND METERS SX1013.90-SFRTA		2028	Phase Added to meet the Department's needs.
		455315	1	3	1	PE In-House	SR-817/UNIVERSITY DRIVE FR. N. OF JOHNSON ST TO N. OF SW 36TH ST		2030	Phase Added to meet the Department's needs.
					2	PE Consultant	SR-817/UNIVERSITY DRIVE FR. N. OF JOHNSON ST TO N. OF SW 36TH ST		2030	Phase Added to meet the Department's needs.
		455316	1	3	1	PE In-House	SR-817/UNIVERSITY DR FR N OF SOUTHGATE TO N OF RAMBLEWOOD DRIVE		2030	Phase Added to meet the Department's needs.
					2	PE Consultant	SR-817/UNIVERSITY DR FR N OF SOUTHGATE TO N OF RAMBLEWOOD DRIVE		2030	Phase Added to meet the Department's needs.

Additions	BROWARD	455335	1	2	2	PD&E Consultant	POMPANO BEACH FEC-SOUTH FLORIDA RAIL CORRIDOR CONNECTION		2028	Phase Added to meet the Department's needs.
		455434	1	5	2	Construction	GUARDRAIL INSTALLATION SEVERAL LOCATIONS ALONG I-75/ALLIGATOR ALLEY		2027	Phase Added to meet the Department's needs.
				6	1	CEI In-House	GUARDRAIL INSTALLATION SEVERAL LOCATIONS ALONG I-75/ALLIGATOR ALLEY		2027	Phase Added to support Construction.
					2	CEI	GUARDRAIL INSTALLATION SEVERAL LOCATIONS ALONG I-75/ALLIGATOR ALLEY		2027	Phase Added to support Construction.
		455647	1	5	2	Construction	DISTRICTWIDE SECURITY SURVEILLANCE CLOSED-CIRCUIT TELEVISION UPGRADE		2026	Phase Added to meet the Department's needs.
		455648	1	7	2	Maintenance Consultant	GENERATOR TANK REPLACEMENT		2026	Phase Added to meet the Department's needs.
		455708	1	5	2	Construction	FUEL ISLAND UPGRADE (REPLACING THE PUMPS) & VEEDER ROOT SYSTEM		2026	Phase Added to meet the Department's needs.
		455713	1	7	2	Maintenance Consultant	LIGHTING DEFICIENCY AND ENERGY REDUCTION		2027	Phase Added to meet the Department's needs.
		455714	1	7	2	Maintenance Consultant	BROWARD MATERIALS OFFICE - NEW SIDE WALK		2027	Phase Added to meet the Department's needs.
		455715	1	7	2	Maintenance Consultant	BROWARD OPERATION - CARPET REPLACEMENT (AUDITORIUM)		2027	Phase Added to meet the Department's needs.
		455716	1	5	2	Construction	NEW GENERATOR INSTALLATION (BACKUP) - EMERGENCY OPERATIONS CENTER		2027	Phase Added to meet the Department's needs.
		455717	1	5	2	Construction	MATERIALS OFFICE BATHROOM REMODELING (MENS AND WOMEN)		2027	Phase Added to meet the Department's needs.
		455719	1	7	2	Maintenance Consultant	LIGHTING DEFICIENCY AND ENERGY REDUCTION		2028	Phase Added to meet the Department's needs.
		455720	1	5	2	Construction	BROWARD OPS-PARKING LOT RESURFACING AND DRAINAGE ADJUSTMENTS		2028	Phase Added to meet the Department's needs.
		455743	1	5	2	Construction	FT LAUDERDALE DISTRICT HEADQUARTERS - FLOORING REPLACEMENT		2026	Phase Added to meet the Department's needs.
		455922	1	3	1	PE In-House	WEST LAKE DRIVE - DIANE RIVER BRIDGE ID865772		2027	Phase Added to meet the Department's needs.
				5	8	Construction Other Agency	WEST LAKE DRIVE - DIANE RIVER BRIDGE ID865772		2030	Phase Added to support Construction.
				6	1	CEI In-House	WEST LAKE DRIVE - DIANE RIVER BRIDGE ID865772		2030	Phase Added to support Construction.
					2	CEI	WEST LAKE DRIVE - DIANE RIVER BRIDGE ID865772		2030	Phase Added to support Construction.
		456154	1	3	1	PE In-House	MIRAMAR BOULEVARD AT MULTIPLE LOCATIONS		2030	Phase Added to meet the Department's needs.
					8	PE Other Agency	MIRAMAR BOULEVARD AT MULTIPLE LOCATIONS		2030	Phase Added to meet the Department's needs.
Advances	BROWARD	435808	7	5	6	Utility	SR-9/I-95 @ FROM N OF COMMERCIAL BLVD. TO N OF CYPRESS CREEK ROAD	2030	2029	Phase Advanced to support Construction.
		447922	1	2	1	PD&E In-House	SR-822/SHERIDAN STREET FROM DIXIE HIGHWAY TO SR-5/US 1	2027	2026	Phase Advanced to meet the Department's needs.
		450783	1	3	1	PE In-House	CITY OF LAUDERHILL VARIOUS LOCATIONS	2028	2027	Phase Advanced to meet the Department's needs.
					8	PE Other Agency	CITY OF LAUDERHILL VARIOUS LOCATIONS	2028	2027	Phase Advanced to meet the Department's needs.
		450790	1	3	1	PE In-House	TYLER ST FROM NW 21 AVE TO N YOUNG CIRCLE	2028	2027	Phase Advanced to meet the Department's needs.
					8	PE Other Agency	TYLER ST FROM NW 21 AVE TO N YOUNG CIRCLE	2028	2027	Phase Advanced to meet the Department's needs.
		451531	1	9	4	Capital Grant	FORT LAUDERDALE EXECUTIVE AIRPORT - TAXIWAYS RUN-UP AREA DESIGN	2027	2026	Phase Advanced to meet the Department's needs.
		451548	1	9	4	Capital Grant	POMPANO AIRPARK - DESIGN TAXIWAY L REHAB AND RELOCATE CONNECTORS	2027	2026	Phase Advanced to meet the Department's needs.
		452076	1	4	1	Right of Way In-House	WIDEN TPK (SR91) S OF COMMERCIAL BLVD TO ATLANTIC BLVD (MP 62-66)	2029	2028	Phase Advanced to align with Right of Way schedule.
					3	Right of Way Purchase	WIDEN TPK (SR91) S OF COMMERCIAL BLVD TO ATLANTIC BLVD (MP 62-66)	2029	2028	Phase Advanced to align with Right of Way schedule.
					B	Right of Way Service Contract	WIDEN TPK (SR91) S OF COMMERCIAL BLVD TO ATLANTIC BLVD (MP 62-66)	2029	2028	Phase Advanced to align with Right of Way schedule.
		453338	1	3	1	PE In-House	NW 41 STREET FROM SR-7/US-441 TO NW 31 AVE	2029	2027	Phase Advanced to meet the Department's needs.
					8	PE Other Agency	NW 41 STREET FROM SR-7/US-441 TO NW 31 AVE	2029	2027	Phase Advanced to meet the Department's needs.
		453339	1	3	1	PE In-House	CITY OF HOLLYWOOD SIDEWALK AT VARIOUS LOCATIONS	2029	2027	Phase Advanced to meet the Department's needs.
					8	PE Other Agency	CITY OF HOLLYWOOD SIDEWALK AT VARIOUS LOCATIONS	2029	2027	Phase Advanced to meet the Department's needs.
		453341	1	3	1	PE In-House	NW 31 AVE FROM BROWARD BLVD TO MACNAB ROAD	2029	2027	Phase Advanced to meet the Department's needs.
					8	PE Other Agency	NW 31 AVE FROM BROWARD BLVD TO MACNAB ROAD	2029	2027	Phase Advanced to meet the Department's needs.
		453411	2	7	2	Maintenance Consultant	BROWARD COUNTY PUSHBUTTON DESILTING	2029	2028	Phase Advanced to meet the Department's needs.
		453781	1	2	2	PD&E Consultant	JOHNSON STREET CROSSING AT RAIL CROSSING	2029	2026	Phase Advanced to meet the Department's needs.
Defers	BROWARD	424266	9	7	2	Maintenance Consultant	BROWARD COUNTY SHOULDER REPAIR/REDRESS PRIMARY	2026	2027	Phase Deferred to meet the Department's needs.
		428073	6	7	2	Maintenance Consultant	BROWARD COUNTY PRESSURE CLEANING AND COATING - PRIMARY ROADS	2026	2027	Phase Deferred to meet the Department's needs.
		433734	4	6	2	CEI	BROWARD OPERATIONS CONTINUING CEI CONSULTANT INSPECTION SUPPORT	2026	2027	Phase Deferred to align with Construction.
					6	CEI	BROWARD OPERATIONS CONTINUING CEI CONSULTANT INSPECTION SUPPORT	2028	2029	Phase Deferred to align with Construction.
		434477	1	3	1	PE In-House	SR-93/I-75 FROM SOUTH OF GRIFFIN RD TO SOUTH OF I-75/I-595 INTERCHANGE	2026	2027	Phase Deferred to meet the Department's needs.
		434682	5	7	2	Maintenance Consultant	BROWARD COUNTY PAVEMENT STRIPING	2028	2029	Phase Deferred to meet the Department's needs.
		435461	5	5	3	Construction Purchases	WIDEN SAWGRASS (SR 869) UNIVERSITY DR TO SR7 (MP 14.8-18.4)(6TO10 LNS)	2029	2030	Phase Deferred to support Construction.
		435513	1	4	5	Right of Way Relocate	SR-9/I-95 @ SR-842/BROWARD BOULEVARD	2026	2027	Phase Deferred to align with Right of Way schedule.
		435808	2	5	7	Rail	SR-9/I-95 FROM S OF COMMERCIAL BLVD. TO CYPRESS CREEK ROAD	2028	2030	Phase Deferred to support Construction.
		437155	1	5	3	Construction Purchases	WIDEN SAWGRASS(SR869) SUNRISE BLVD TO OAKLAND PARK(MP0.5-4.1)(6TO10LN)	2028	2030	Phase Deferred to support Construction.
		437315	5	7	2	Maintenance Consultant	HERBICIDE TREATMENT BROWARD COUNTY	2028	2029	Phase Deferred to meet the Department's needs.
		437880	4	7	2	Maintenance Consultant	BROWARD COUNTY SIGN REPLACEMENT	2028	2029	Phase Deferred to meet the Department's needs.
		439781	6	7	2	Maintenance Consultant	BROWARD PAVEMENT MARKINGS & STRIPING	2028	2029	Phase Deferred to meet the Department's needs.
		439891	2	3	1	PE In-House	SR-869/SW 10TH STREET FROM SR-845/POWERLINE ROAD TO MILITARY TRAIL	2027	2029	Phase Deferred to meet the Department's needs.
					2	PE Consultant	SR-869/SW 10TH STREET FROM SR-845/POWERLINE ROAD TO MILITARY TRAIL	2027	2029	Phase Deferred to align with Construction.
		441042	5	7	2	Maintenance Consultant	BROWARD COUNTY DRAINAGE	2028	2029	Phase Deferred to meet the Department's needs.
		443956	2	6	1	CEI In-House	RESURFACE SAWGRASS (SR869) ATLANTIC BLVD INTERCHANGE (MP 7.5 - 8.9)	2027	2029	Phase Deferred to align with Construction.
		444178	3	7	2	Maintenance Consultant	BROWARD COUNTY GUARDRAIL & ATTENUATOR REPAIR & FENCE	2028	2029	Phase Deferred to meet the Department's needs.
		445527	1	5	8	Construction Other Agency	NORTHWEST 3RD STREET FROM NORTHWEST 6TH AVENUE TO DIXIE HIGHWAY	2026	2027	Phase Deferred to support Construction.
				6	1	CEI In-House	NORTHWEST 3RD STREET FROM NORTHWEST 6TH AVENUE TO DIXIE HIGHWAY	2026	2027	Phase Deferred to align with Construction.
					2	CEI	NORTHWEST 3RD STREET FROM NORTHWEST 6TH AVENUE TO DIXIE HIGHWAY	2026	2027	Phase Deferred to align with Construction.

Defers	BROWARD	445527	1	6	8	CEI Other Agency	NORTHWEST 3RD STREET FROM NORTHWEST 6TH AVENUE TO DIXIE HIGHWAY	2026	2027	Phase Deferred to align with Construction.
		445891	3	3	1	PE In-House	SR-810/HILLSBORO BLVD. BRIDGE OVER ICWW	2026	2028	Phase Deferred to meet the Department's needs.
					2	PE Consultant	SR-810/HILLSBORO BLVD. BRIDGE OVER ICWW	2026	2028	Phase Deferred to align with Construction.
		446196	2	5	2	Construction	SR-845 POWERLINE RD FR N OF S PALM AIRE DR TO SR-814/ATL BLVD	2026	2028	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-845 POWERLINE RD FR N OF S PALM AIRE DR TO SR-814/ATL BLVD	2026	2028	Phase Deferred to align with Construction.
					2	CEI	SR-845 POWERLINE RD FR N OF S PALM AIRE DR TO SR-814/ATL BLVD	2026	2028	Phase Deferred to align with Construction.
		447675	1	5	2	Construction	SR-816/OAKLAND PARK BLVD FROM ROCK ISLAND ROAD TO EAST OF NW 31 AVE	2026	2027	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-816/OAKLAND PARK BLVD FROM ROCK ISLAND ROAD TO EAST OF NW 31 AVE	2026	2027	Phase Deferred to align with Construction.
					2	CEI	SR-816/OAKLAND PARK BLVD FROM ROCK ISLAND ROAD TO EAST OF NW 31 AVE	2026	2027	Phase Deferred to align with Construction.
		448400	1	5	2	Construction	SR-824 / PEMBROKE ROAD FROM EAST OF SW 62ND AVENUE TO SW 31ST AVENUE	2028	2029	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-824 / PEMBROKE ROAD FROM EAST OF SW 62ND AVENUE TO SW 31ST AVENUE	2028	2029	Phase Deferred to align with Construction.
					2	CEI	SR-824 / PEMBROKE ROAD FROM EAST OF SW 62ND AVENUE TO SW 31ST AVENUE	2028	2029	Phase Deferred to align with Construction.
		448401	1	5	2	Construction	SR-5 / US1 FROM SOUTH OF ATLANTIC BLVD TO NORTH OF SAMPLE ROAD	2028	2029	Phase Deferred to meet the Department's needs.
				6	2	CEI	SR-5 / US1 FROM SOUTH OF ATLANTIC BLVD TO NORTH OF SAMPLE ROAD	2028	2029	Phase Deferred to align with Construction.
		448404	1	5	2	Construction	SR-820/HOLLYWOOD BLVD FROM S 44TH AVENUE TO WEST OF I-95	2026	2029	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-820/HOLLYWOOD BLVD FROM S 44TH AVENUE TO WEST OF I-95	2026	2029	Phase Deferred to align with Construction.
					2	CEI	SR-820/HOLLYWOOD BLVD FROM S 44TH AVENUE TO WEST OF I-95	2026	2029	Phase Deferred to align with Construction.
		448408	1	5	2	Construction	SR-870/COMMERCIAL BLVD FR SW 31ST AVE TO WEST OF SR-845/POWERLINE ROAD	2026	2029	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-870/COMMERCIAL BLVD FR SW 31ST AVE TO WEST OF SR-845/POWERLINE ROAD	2026	2029	Phase Deferred to align with Construction.
					2	CEI	SR-870/COMMERCIAL BLVD FR SW 31ST AVE TO WEST OF SR-845/POWERLINE ROAD	2026	2029	Phase Deferred to align with Construction.
		448414	1	5	2	Construction	SR-736/DAVIE BLVD FROM SR-7/US-441 TO SW 24TH AVENUE	2027	2030	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-736/DAVIE BLVD FROM SR-7/US-441 TO SW 24TH AVENUE	2027	2030	Phase Deferred to align with Construction.
					2	CEI	SR-736/DAVIE BLVD FROM SR-7/US-441 TO SW 24TH AVENUE	2027	2030	Phase Deferred to align with Construction.
		449259	3	7	2	Maintenance Consultant	BROWARD COUNTY MANHOLE & INLET REPAIRS	2028	2029	Phase Deferred to meet the Department's needs.
		449324	3	7	2	Maintenance Consultant	BROWARD COUNTY RIGID PAVEMENT REPAIRS	2028	2029	Phase Deferred to meet the Department's needs.
		449599	1	9	4	Capital Grant	FORT LAUDERDALE/HOLLYWOOD INTERNATIONAL AIRPORT OPERATIONS FACILITY	2026	2027	Phase Deferred in coordination with the Airport.
		449621	1	9	4	Capital Grant	POMPANO BEACH AIRPARK AIR TRAFFIC CONTROL TOWER CONSTRUCTION	2028	2029	Phase Deferred in coordination with the Airport.
		449815	1	5	2	Construction	SR-5/US-1/FEDERAL HWY FROM SHERIDAN STREET TO N OF OLD GRIFFIN ROAD	2027	2028	Phase Deferred to meet the Department's needs.
					7	Rail	SR-5/US-1/FEDERAL HWY FROM SHERIDAN STREET TO N OF OLD GRIFFIN ROAD	2026	2027	Phase Deferred to support Construction.
				6	1	CEI In-House	SR-5/US-1/FEDERAL HWY FROM SHERIDAN STREET TO N OF OLD GRIFFIN ROAD	2027	2028	Phase Deferred to align with Construction.
					2	CEI	SR-5/US-1/FEDERAL HWY FROM SHERIDAN STREET TO N OF OLD GRIFFIN ROAD	2027	2028	Phase Deferred to align with Construction.
		449816	1	5	2	Construction	SR-818/GRIFFIN RD FROM S UNIVERSITY DR TO FLORIDA TURNPIKE	2027	2029	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-818/GRIFFIN RD FROM S UNIVERSITY DR TO FLORIDA TURNPIKE	2027	2029	Phase Deferred to align with Construction.
					2	CEI	SR-818/GRIFFIN RD FROM S UNIVERSITY DR TO FLORIDA TURNPIKE	2027	2029	Phase Deferred to align with Construction.
		449821	1	5	2	Construction	SR-838/W SUNRISE BLVD FROM NW 47 AV TO W OF I-95 OVERPASS	2027	2028	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-838/W SUNRISE BLVD FROM NW 47 AV TO W OF I-95 OVERPASS	2027	2028	Phase Deferred to align with Construction.
					2	CEI	SR-838/W SUNRISE BLVD FROM NW 47 AV TO W OF I-95 OVERPASS	2027	2028	Phase Deferred to align with Construction.
		449823	1	5	2	Construction	SR-810/W HILLSBORO BLVD FROM SR-845/POWERLINE RD TO S MILITARY TRAIL	2028	2029	Phase Deferred to meet the Department's needs.
				6	1	CEI In-House	SR-810/W HILLSBORO BLVD FROM SR-845/POWERLINE RD TO S MILITARY TRAIL	2028	2029	Phase Deferred to align with Construction.
					2	CEI	SR-810/W HILLSBORO BLVD FROM SR-845/POWERLINE RD TO S MILITARY TRAIL	2028	2029	Phase Deferred to align with Construction.
		450496	2	7	2	Maintenance Consultant	BROWARD COUNTY SUPPLEMENTAL CREW LABOR	2026	2027	Phase Deferred to meet the Department's needs.
		453372	1	9	4	Capital Grant	FT LAUDERDALE EXECUTIVE AIRPORT - RUNWAY 13-31 PAVEMENT REHABILITATION	2027	2028	Phase Deferred in coordination with the Airport.
		453373	1	9	4	Capital Grant	FT LAUDERDALE/HOLLYWOOD INT'L AIRPORT - CONSOLIDATED BCAD OPERATIONS	2027	2028	Phase Deferred in coordination with the Airport.
		453782	1	3	7	PE Rail	COPANS ROAD AT CROSSING	2029	2030	Phase Deferred to meet the Department's needs.
Deletions	BROWARD	430333	1	9	4	Capital Grant	MIAMI UZA - BROW CNTY TRANSIT SECTION 5339 BUS/BUS FORMULA FUNDS	2028		Phase Deleted to meet Department's needs.
		435688	1	9	4	Capital Grant	MIAMI UZA - SFRTA CAPITAL SECTION 5339 BUS AND BUS FACILITIES	2028		Phase Deleted to meet Department's needs.
		436903	6	4	5	Right of Way Relocate	SR-824/PEMBROKE ROAD FROM PARK ROAD TO S 27TH AVE.	2030		Phase Deleted to meet Department's needs.
		439171	1	C	2	Environmental Consultant	SR-9/I-95 AT DAVIE BOULEVARD	2026		Phase Deleted to close-out project.
		446224	2	4	B	Right of Way Service Contract	TSM&O TPK (SR91) GRIFFIN ROAD INTERCHANGE IMPROVEMENTS (MP 54)	2026		Phase Deleted to meet Department's needs.
		446381	1	3	1	PE In-House	SW 130TH AVE FROM SW 8TH ST TO SR-84	2028		Phase Deleted to meet Department's needs.
					2	PE Consultant	SW 130TH AVE FROM SW 8TH ST TO SR-84	2028		Phase Deleted to create LAP... moved to PH22.
		446896	3	5	2	Construction	BROWARD OPERATIONS CENTER - FUEL ISLAND UPGRADE	2026		Phase Deleted to meet Department's needs.
			5	5	2	Construction	BROWARD MATERIALS LAB- NEW AWNING INSTALLATION BETWEEN BUILDINGS	2027		Phase Deleted to meet Department's needs.
		448088	1	1	8	Planning Other Agency	US-1/SR-5 FROM LAS OLAS BLVD TO DAVIE BLVD	2026		Phase Deleted to meet Department's needs.
			2	2	2	PD&E Consultant	SR-5/US-1 FROM LAS OLAS BLVD TO SR-736/DAVIE BLVD	2029		Phase Deleted in coordination with MPO.
		449677	1	3	8	PE Other Agency	OAKLAND PARK BLVD-HIATUS RD TO NOB HILL RD	2028		Phase Deleted to meet Department's needs.
		449718	1	3	8	PE Other Agency	NE 12TH TERR ROADWAY IMPROVEMENTS	2026		Phase Deleted to meet Department's needs.
		450053	2	5	2	Construction	BROWARD MATERIALS LAB CONST - NEW SIDE WALKS	2027		Phase Deleted to meet Department's needs.
			3	5	2	Construction	BROWARD MATERIALS LAB - FLOOR TILE REPLACEMENT	2027		Phase Deleted to meet Department's needs.
		450866	1	6	2	CEI	WEST LAKE DRIVE AT LUCILLE RIVER BRIDGE#865773	2027		Phase Deleted to meet Department's needs.
		450867	1	6	2	CEI	WEST LAKE DRIVE AT MERCEDES RIVER BRIDGE#865774	2027		Phase Deleted to meet Department's needs.



**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**Notification of Proposed Work Program Amendments to the Fiscal Year (FY) 24/25-28/29  
Adopted Work Program**

**SUMMARY EXPLANATION/BACKGROUND:**

**A. FM# 4531571 I-95 SB NORTH OF W. MCNAB RD. (MP 18.108) :**

The project is deleted as the replacement dynamic message sign is no longer needed. For more information, please see the Work Program Amendment Notification in Attachment 1.

**B. FM# 4442591 SR-93/I-75 ELECTRIC VEHICLE CHARGING PROGRAM - PHASE 1:**

The 2021 Infrastructure Investment and Jobs Act established the National Electric Vehicle Infrastructure (NEVI) Formula Program under the Highway Infrastructure Program heading. Eligible uses for the NEVI Program's formula funds include the acquisition, installation, operation, maintenance, and delivery of infrastructure that supports Direct Current Fast Charger. As required by Federal law, the Florida Department of Transportation submitted its annual plan update to the Federal Highway Administration (FHWA) earlier this fall. Approval of this plan is required for Federal funds to be used on the respective projects. Due to FHWA still reviewing the Department's plan, the projects slated for delivery with this Program will not be ready for commitment this fiscal year, and the Department proposes to delete these projects. For more information, please see the Work Program Amendment Notification in Attachment 2.

**C. FM# 4505722 SOUTH FLORIDA RAIL CORRIDOR - NW 25TH ST. TO 964 CUT/DAX TO MILITARY:**

The project is being deferred at the request of the South Florida Regional Transportation Authority/Tri Rail. For more information, please see the Work Program Amendment Notification in Attachment 3.

For additional details regarding the three Amendments above, please refer to the Attachments.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Jihong Chen at (954) 876-1066 or [chenj@browardmpo.org](mailto:chenj@browardmpo.org).

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**Attachments**

1. Design Project on SR-9/I-95 Southbound - Work Program Amendment Notification
2. NEVI - Work Program Amendment Notification





December 11, 2024

TO: Governor's Office of Policy and Budget

FROM: Julie Adamson, Office of Work Program and Budget

SUBJECT: Notification of Proposed Work Program Amendment to the  
FY 24/25-28/29 Adopted Work Program - 2025-12

COPIES: Greg Evans, Steve Braun, Stacy Miller

Pursuant to Section 339.135(7), Florida Statutes, the Florida Department of Transportation is hereby providing you with the attached proposed Work Program Amendment.

CC: Chairperson, Senate Appropriations Committee on Transportation, Tourism & Economic Development  
Chairperson, Senate Committee on Transportation  
Chairperson, Senate Committee on Appropriations  
Chairperson, House Transportation & Modals Subcommittee  
Chairperson, House Infrastructure & Tourism Appropriations Subcommittee  
Chairperson, House Infrastructure Strategies Committee  
Chairperson, House Appropriations Committee  
Local Government

## **Work Program Amendment Summary**

Attached are proposed amendments to the Adopted Work Program.

**Package Number:** 2025-12

**Amendment Numbers:** 2025-06-013, 2025-02-013, 2025-02-015, 2025-02-010, 2025-04-013, 2025-02-016

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The Proposed Amendment(s) have been approved by:  
Julie Adamson, Director of the Office of Work Program and Budget on 12/11/2024  
Florida Department of Transportation

The Proposed Amendment(s) are:  
a) Balanced to Funds(PAR) and Budget (PBR) as confirmed and approved by:  
Kendra Sheffield, Work Program Manager on 11/25/2024  
Florida Department of Transportation

b) Balanced to cash flow as confirmed and approved by:  
Jason Adank, Office of Comptroller on 11/25/2024  
Florida Department of Transportation

A Budget Amendment is not required as confirmed and approved by:  
Kendra Sheffield, Work Program Manager on 11/25/2024  
Florida Department of Transportation

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# Florida Department of Transportation Proposal Form for EOG Work Program Amendment

Work Program Form - 07/2012

Florida Department of Transportation **\*\* Work Program Amendment \*\*** As of: **10/23/2024**

To: Governor's Office of Planning and Budgeting Amendment: **2025 04 013**

From: O.W.P. Subject: Proposed Amendment to the Adopted Work Program

Proposed By:	<small>DocuSigned by:</small> <i>Steve Braun, PE</i> 10/25/2024   8:46 AM EDT	<b>Mark J Madgar</b> Contact Person (please print)
Proposed Action:	<input type="checkbox"/> Add <input type="checkbox"/> Advance	<input type="checkbox"/> Defer <input checked="" type="checkbox"/> Delete
Reason:	<b>DELETE ITEM 4531571, DESIGN PROJECT ON SR-9/I-95 SOUTHBOUND NORTH OF WEST MCNAB ROAD IN BROWARD COUNTY. PROJECT BEING DELETED AS THE REPLACEMENT DYNAMIC MESSAGE SIGN IS NO LONGER NEEDED. BUDGET TO 2300441.</b>	

Consistency requirements for TIP and STIP: (applies to Federal Funds only)

District (Central Office if Statewide Program) proposed amendment is:

<input type="checkbox"/> Consistent with MPO's Transportation Improvement Program (TIP) <input type="checkbox"/> TIP Amendment Required Anticipate Approval by: ___/___/___ <input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> Consistent with State Transportation Improvement Program <input type="checkbox"/> STIP Amendment Required <input checked="" type="checkbox"/> Not applicable
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TIP/STIP consistency, or need for TIP and/or STIP amendment confirmed by: DocuSigned by: *Mark Madgar* 10/25/2024 | 9:03 AM EDT / /  
 (contact person signature) (date)

Amendment: **2025 04 013**

Proposed Work Program Amendment  
Amendment: **2025 04 013**

Item Number: **4531571** Contract Class: **DISTRICT LET**  
 County: **BROWARD** District: **04**  
 Description: **I-95 SB NORTH OF W. MCNAB RD. (MP 18.108)**  
 Trans. System: **INTRASTATE INTERSTATE** Work Mix: **BRIDGE-REPAIR/REHABILITATION**  
 Comments: **PROJECT FOR REMOVAL AND REPLACEMENT OF STRUCTURALLY DEFICIENT STRUCTURE 86S863**  
 Phase: **32 PRELIMINARY ENGINEERING CONSULTANTS/CONTRACTORS** Action: **DELETE**

<u>Fund</u>	<u>Budgeted?</u>	<u>Bud Dist</u>	<u>Budget Category.</u>	<u>Fiscal Year</u>	<u>Adopted Fund Amount</u>	<u>Proposed Fund Amount</u>
<b>State 100%</b>	<b>Yes</b>	<b>04</b>	<b>088849 PRELIMINARY ENGR CONSULT</b>	<b>2025</b>	<b>210,877</b>	
<b>Total:</b>					<b>210,877</b>	



*Florida Department of Transportation*


RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

December 9, 2024

TO: Governor's Office of Policy and Budget

FROM: Julie Adamson, Director, Office of Work Program 

SUBJECT: Notification of Proposed Work Program Amendment to the  
FY 24/25-28/29 Adopted Work Program: 25-AM-054

COPIES: L.K. Nandam, District One Secretary; Greg Evans, District Two Secretary; Philip Gainer, District Three Secretary; Steve Braun, P.E., District Four Secretary, John Tyler, District Five Secretary; Stacy L. Miller, District Six Secretary; David Gwynn, District Seven Secretary

The 2021 Infrastructure Investment and Jobs Act (IIJA) established the National Electric Vehicle Infrastructure (NEVI) Formula Program under the Highway Infrastructure Program heading. Eligible uses for the NEVI program's formula funds include the acquisition, installation, operation, maintenance, and delivery of infrastructure that support Direct Current Fast Charger (DCFC).

As required by the federal law, FDOT submitted its annual plan update to the Federal Highway Administration earlier this Fall. Approval of this plan is required for federal funds to be used on the respective projects.

Due to FHWA still reviewing the department's plan, the projects slated for delivery with this program will not be ready for commitment this fiscal year, and the department proposes to delete these projects.

The department requests the Executive Office of the Governor to approve amending the Adopted Work Program as authorized in s.339.135(7)(d), F.S.

cc: Chairperson, Senate Appropriations Committee on Transportation, Tourism & Economic Development  
Chairperson, Senate Committee on Transportation  
Chairperson, Senate Committee on Appropriations  
Chairperson, House Transportation & Modals Subcommittee  
Chairperson, House Infrastructure & Tourism Appropriations Subcommittee  
Chairperson, House Infrastructure Strategies Committee  
Chairperson, House Appropriations Committee  
Local Government

Amendment No(s)  
25-AM-054

**NEVI Program Phase I Summary**

The 2021 Infrastructure Investment and Jobs Act (IIJA) established the National Electric Vehicle Infrastructure (NEVI) Formula Program under the Highway Infrastructure Program heading. Florida is eligible for \$198 million in NEVI Formula funds over a five-year period starting in fiscal year (FY) 2022. Eligible uses for the NEVI program's formula funds include the acquisition, installation, operation, maintenance, and delivery of infrastructure that support Direct Current Fast Charger (DCFC).

The department is proposing to delete the current NEVI program of projects totaling \$61.2M. Due to FHWA still reviewing the department's plan, the projects slated for delivery with this program will not be ready for commitment this fiscal year, and the department proposes to delete these projects. See attachment for a complete list of these projects. Budget to 452198-1.

The department requests the Executive Office of the Governor to approve amending the Adopted Work Program as authorized in s.339.135(7)(d), F.S.

DOT CENTRAL OFFICE:

THE PROPOSED AMENDMENT(S) ARE:

BALANCED TO FUNDS (PAR)  
AND BUDGET (PBR)

Kendra Sheffield 12/9/2024

BALANCED TO CASH FLOW

Lora Wilkerson 12/9/2024

A BUDGET AMENDMENT IS:

( ) REQUIRED  
 NOT REQUIRED

Pam Surles 12/9/2024  
SIGNATURE                      DATE

EXECUTIVE OFFICE OF THE GOVERNOR:

THE PROPOSED AMENDMENT(S) ARE:  
( ) APPROVED                      ( ) REJECTED

\_\_\_\_\_  
SIGNATURE                      DATE

Florida Department of Transportation  
 Deleting FY25 GFEV programming  
 as of July 1, 2024 Snapshot

Sum of Estimated BD	Name	Item	Item Description	Category	Phase Description	Funding Source	Year	
							2025	Grand Total
01	CHARLOTTE	452200-4	ELECTRONIC VEHICLE INFRASTRUCTURE DEPLOYMENT PLAN PHASE I I-75(SR93)	088051	CAPITAL GRANT	Federal	900,000	900,000
			OPERATIONS GRANT	Federal	1,700,000	1,700,000		
		452200-5	ELECTRONIC VEHICLE INFRASTRUCTURE DEPLOYMENT PLAN PHASE I I-75(SR93)	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
	COLLIER	452200-3	ELECTRONIC VEHICLE INFRASTRUCTURE DEPLOYMENT PLANT PHASE II-IMMOKALEE	088051	CAPITAL GRANT	Federal	900,000	900,000
	DESOTO	452200-1	ELECTRONIC VEHICLE INFRASTRUCTURE DEPLOYMENT PLAN PHASE II - ARCADIA	088051	CAPITAL GRANT	Federal	900,000	900,000
02	DIST/ST-WIDE	447923-2	DISTRICTWIDE ELECTRIC VEHICLE (EV) CHARGING PROGRAM PHASE II	088051	CAPITAL GRANT	Federal	900,000	900,000
		452392-4	SR 8 (I-10) ELECTRIC VEHICLE CHARGING - PH I/GAP 6A/6B	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
		452404-1	I-10(SR8) ELECTRIC VEHICLE CHARGING GAP PHASE 7	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,800,000	1,800,000
		452406-1	ELECTRIC VEHICLE CHARGING GAP I-95(SR9) PHASE 15A/15B	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
	DUVAL	452405-1	I-10(SR8) ELECTRIC VEHICLE CHARGING GAP PHASE 8	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,800,000	1,800,000
03	DIST/ST-WIDE	452392-3	SR 8 (I-10) ELECTRIC VEHICLE CHARGING PGM JACKSON/GADSDEN - PH I/GAP 5	088051	CAPITAL GRANT	Federal	900,000	900,000
		452392-4	SR 8 (I-10) ELECTRIC VEHICLE CHARGING - PH I/GAP 6A/6B	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
	JACKSON	452392-5	SR 75 (US 231) ELECTRIC VEHICLE CHARGING PROGRAM IN JACKSON CO - PH II	088051	CAPITAL GRANT	Federal	900,000	900,000
	OKALOOSA	452392-1	SR 8 (I-10) ELECTRIC VEHICLE CHARGING PGM AT SR 85 - PHASE I/GAP 3	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,600,000	1,600,000
	WALTON	452392-2	SR 8 (I-10) ELECTRIC VEHICLE CHARGING PGM AT US 331 - PHASE I/GAP 4	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,600,000	1,600,000
04	BROWARD	444259-1	SR-93/I-75 ELECTRIC VEHICLE CHARGING PROGRAM - PHASE 1	088051	CAPITAL GRANT	Federal	900,000	900,000
			OPERATIONS GRANT	Federal	1,700,000	1,700,000		
	DIST/ST-WIDE	444259-2	EV CHARGING GAP INTERSTATE 95(SR9) - PHASE 1	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
	PALM BEACH	444259-3	SR-80/US-27 ELECTRIC VEHICLE (EV) CHARGING PROGRAM - PHASE II	088051	CAPITAL GRANT	Federal	900,000	900,000
05	BREVARD	452364-4	I-95 (SR-9) "GAP" 15B - EV DCFCS (PHASE I)	088051	CAPITAL GRANT	Federal	900,000	900,000
			OPERATIONS GRANT	Federal	1,700,000	1,700,000		
	DIST/ST-WIDE	444259-2	EV CHARGING GAP INTERSTATE 95(SR9) - PHASE 1	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
		452406-1	ELECTRIC VEHICLE CHARGING GAP I-95(SR9) PHASE 15A/15B	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
	LAKE	452186-5	US-27/US-441 (FRUITLAND PARK) "GAP" 24 - EV DCFCS (PHASE II)	088051	CAPITAL GRANT	Federal	900,000	900,000
	MARION	452186-2	US-301/US-441/US-27 (OCALA) "GAP" 17 - EV DCFCS (PHASE II)	088051	CAPITAL GRANT	Federal	900,000	900,000
		452364-2	I-75 (SR-93) "GAP" 12 - EV DCFCS (PHASE I)	088051	CAPITAL GRANT	Federal	1,100,000	1,100,000
					OPERATIONS GRANT	Federal	2,200,000	2,200,000
	ORANGE	452186-3	SR-91/SR-50 (ORLANDO) "GAP" 20 - EV DCFCS (PHASE II)	088051	CAPITAL GRANT	Federal	1,100,000	1,100,000
	OSCEOLA	452186-1	SR-19/US-441/SR-60 (YEEHAW JUNCTION) "GAP" 16 - EV DCFCS (PHASE II)	088051	CAPITAL GRANT	Federal	1,100,000	1,100,000
	SEMINOLE	452364-1	I-4 (SR-400) "GAP" 2 - EV DCFCS (PHASE I)	088051	CAPITAL GRANT	Federal	900,000	900,000
					OPERATIONS GRANT	Federal	1,700,000	1,700,000
	VOLUSIA	452186-4	US-17/SR-40 (BARBERVILLE) "GAP" 22 - EV DCFCS (PHASE II)	088051	CAPITAL GRANT	Federal	900,000	900,000
06	DIST/ST-WIDE	452203-1	DISTRICT 6 ELECTRIC VEHICLE CHARGING PROGRAM PHASE II	088051	CAPITAL GRANT	Federal	900,000	900,000
07	DIST/ST-WIDE	452378-1	I-4/SR 400/ELECTRIC VEHICLE CHARGING PROGRAM	088051	CAPITAL GRANT	Federal	900,000	900,000
			OPERATIONS GRANT	Federal	1,500,000	1,500,000		
	HERNANDO	452206-2	US 41 AT SR 50 - ELECTRIC VEHICLE CHARGER DEPLOYMENT - NEVI	088051	CAPITAL GRANT	Federal	900,000	900,000
		452206-3	US 301 AT SR 50 - ELECTRIC VEHICLE CHARGER DEPLOYMENT - NEVI	088051	CAPITAL GRANT	Federal	900,000	900,000
	HILLSBOROUGH	452206-1	US 41 AT SR 60 - ELECTRIC VEHICLE CHARGER DEPLOYMENT - NEVI	088051	CAPITAL GRANT	Federal	900,000	900,000
	PINELLAS	452206-4	I-275 AT PINELLAS PARK - ELECTRIC VEHICLE CHARGER DEPLOYMENT - NEVI	088051	CAPITAL GRANT	Federal	900,000	900,000
<b>Grand Total</b>							<b>61,200,000</b>	<b>61,200,000</b>



December 18, 2024

TO: Governor's Office of Policy and Budget

FROM: Julie Adamson, Office of Work Program and Budget

SUBJECT: Notification of Proposed Work Program Amendment to the  
FY 24/25-28/29 Adopted Work Program - 2025-13

COPIES: L.K. Nandam, Greg Evans, Steve Braun, David Gwynn

Pursuant to Section 339.135(7), Florida Statutes, the Florida Department of Transportation is hereby providing you with the attached proposed Work Program Amendment.

CC: Chairperson, Senate Appropriations Committee on Transportation, Tourism & Economic Development  
Chairperson, Senate Committee on Transportation  
Chairperson, Senate Committee on Appropriations  
Chairperson, House Transportation & Modals Subcommittee  
Chairperson, House Infrastructure & Tourism Appropriations Subcommittee  
Chairperson, House Infrastructure Strategies Committee  
Chairperson, House Appropriations Committee  
Local Government

## **Work Program Amendment Summary**

Attached are proposed amendments to the Adopted Work Program.

**Package Number:** 2025-13

**Amendment Numbers:** 2025-01-008, 2025-01-014, 2025-04-018, 2025-07-009, 2025-02-019, 2025-07-010

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The Proposed Amendment(s) have been approved by:  
Julie Adamson, Director of the Office of Work Program and Budget on 12/12/2024  
Florida Department of Transportation

The Proposed Amendment(s) are:  
a) Balanced to Funds(PAR) and Budget (PBR) as confirmed and approved by:  
Kendra Sheffield, Work Program Manager on 12/5/2024  
Florida Department of Transportation

b) Balanced to cash flow as confirmed and approved by:  
Lisa Wilkerson, Office of Comptroller on 12/6/2024  
Florida Department of Transportation

A Budget Amendment is not required as confirmed and approved by:  
Kendra Sheffield, Work Program Manager on 12/5/2024  
Florida Department of Transportation

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# Florida Department of Transportation Proposal Form for EOG Work Program Amendment

Work Program Form - 07/2012

Florida Department of Transportation

\*\* Work Program Amendment \*\*

As of: **11/5/2024**

To: Governor's Office of Planning and Budgeting

Amendment: **2025 04 018**

From: O.W.P.

Subject: Proposed Amendment to the Adopted Work Program

Proposed By:

DocuSigned by:  
*Steve Brown, PE* 11/06/2024 | 9:32 PM EST

**Mark J Madgar**

**District or Assistant Secretary Signature**

Contact Person (please print)

Proposed Action:

Add

Defer

Advance

Delete

Reason:

**DEFER ITEM 4505722, SOUTH FLORIDA RAIL CORRIDOR SAFETY PROJECT FROM NW 25TH STREET TO 964 CUT/DAX TO MILITARY IN DISTRICT FOUR. PROJECT IS BEING DEFERRED AT THE REQUEST OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/TRI- RAIL. BUDGET TO 4300351.**

Consistency requirements for TIP and STIP: (applies to Federal Funds only)

District (Central Office if Statewide Program) proposed amendment is:

Consistent with MPO's Transportation Improvement Program (TIP)

Consistent with State Transportation Improvement Program

TIP Amendment Required  
Anticipate Approval by: \_\_\_ / \_\_\_ / \_\_\_

STIP Amendment Required

Not applicable

Not applicable

TIP/STIP consistency, or need for TIP and/or STIP amendment confirmed by:

DocuSigned by:  
*Mark Madgar*

11/07/2024 | 8:15 AM EST

(contact person signature)

(date)

Amendment: **2025 04 018**

Proposed Work Program Amendment  
Amendment: **2025 04 018**

Item Number: **4505722**

Contract Class: **EXTERN MNGD(NOT LAP)**

County: **DIST/ST-WIDE**

District: **04**

Description: **SOUTH FLORIDA RAIL CORRIDOR - NW 25TH ST. TO 964 CUT/DAX TO MILITARY**

Trans. System: **RAIL**

Work Mix: **RAIL SAFETY PROJECT**

Phase: **94 CAPITAL GRANT**

Action: **DEFER**

<u>Fund</u>	<u>Budgeted?</u>	<u>Bud Dist</u>	<u>Budget Category</u>	<u>Fiscal Year</u>	<u>Adopted Fund Amount</u>	<u>Proposed Fund Amount</u>
<b>Local</b>	<b>No</b>	<b>30</b>		<b>2025</b>	<b>5,250,000</b>	
<b>Local</b>	<b>No</b>	<b>30</b>		<b>2026</b>		<b>5,250,000</b>
<b>State 100%</b>	<b>Yes</b>	<b>30</b>	<b>088808 RAIL DEVELOPMENT/GRANTS</b>	<b>2025</b>	<b>5,250,000</b>	
<b>State 100%</b>	<b>Yes</b>	<b>30</b>	<b>088808 RAIL DEVELOPMENT/GRANTS</b>	<b>2026</b>		<b>5,250,000</b>
<b>Total:</b>					<b>10,500,000</b>	<b>10,500,000</b>



Metropolitan Planning Organization

Administrative Item 3.

**Broward Metropolitan Planning Organization**

**Meeting Date:** 02/13/2025

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**SUMMARY:**

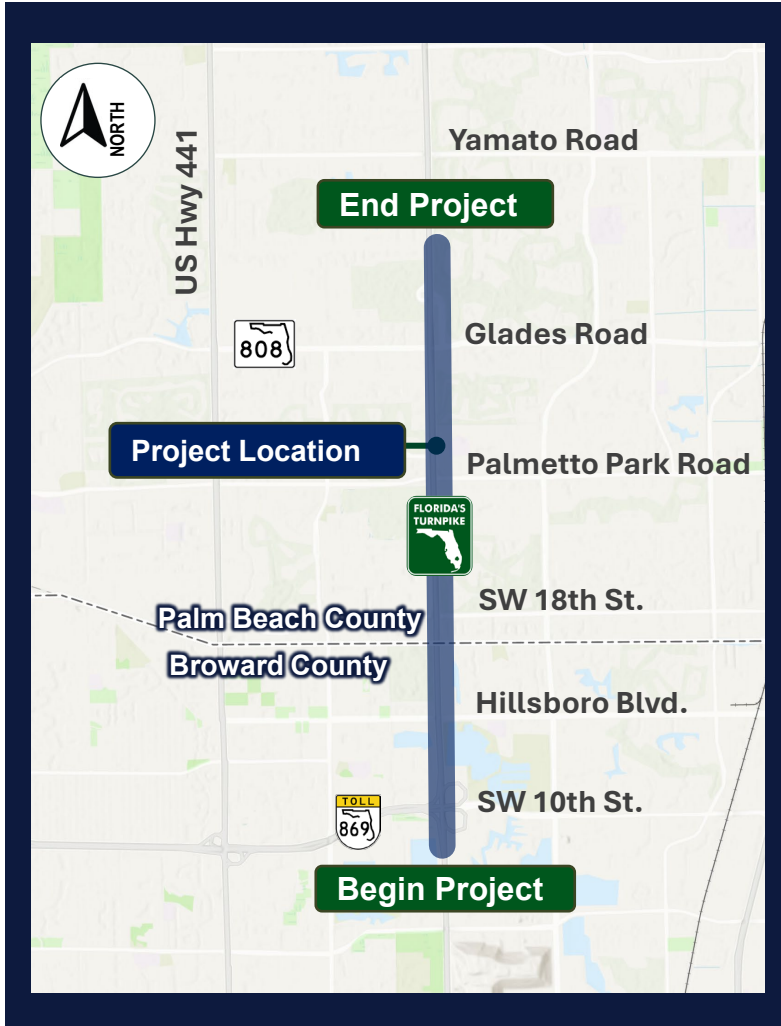
**Florida's Turnpike Mainline/SR 91 Transportation System Management and Operations (TSM&O) Add Lanes Project from the Sawgrass Expressway/SR 869 to Glades Road/SR 808 - Newsletter**

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**Attachments**

Florida's Turnpike Mainline/SR 91 Transportation System Management and Operations (TSM&O) Add Lanes Project from the Sawgrass Expressway/SR 869 to Glades Road/SR 808 - Newsletter

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## PROJECT OVERVIEW

This project is to improve operations by adding northbound and southbound travel lanes to the Florida's Turnpike Mainline/SR 91 from the Sawgrass Expressway/SR 869 to Glades Road in Broward and Palm Beach Counties.

This is a Transportation Systems Management and Operations (TSM&O) project that converts a portion of the shoulder to add a lane in each direction to a six-mile-long segment of the Florida's Turnpike Mainline.

## KEY IMPROVEMENTS

- Enhance safety and operations
- Accommodate near-term traffic growth
- Convert a portion of the Turnpike Mainline shoulder
- Add northbound and southbound travel lanes
- Increase number of travel lanes from 6 to 8

### PROJECT SCHEDULE

*Subject to change.*



Public Information Meeting  
1st Quarter 2025



Design Complete  
2nd Quarter 2025



Construction Begins  
3rd Quarter 2025



## PUBLIC INFORMATION MEETING

The Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise invites you to participate in a Public Information Meeting. Visit the project website [www.TurnpikeSawgrasstoGlades.com](http://www.TurnpikeSawgrasstoGlades.com) to register for the meeting. Once registered, you will receive a confirmation email that includes instructions on how to join the virtual meeting. Please note that registration works best in Google Chrome, Microsoft Edge, or Firefox. Information presented at all attendance options will be the same.

### JOIN US ONLINE

Wednesday, January 29, 2025

5:30 pm

Attend online or by phone. To attend online, visit the project website or follow the meeting link provided in your registration confirmation email. Dial-in attendees may join as listen-only participants by calling +1 (562) 247-8422 and using access code 155-313-506 when prompted.

The virtual meeting will consist of a brief presentation about the project, followed by responses to frequently asked questions submitted in advance of the meeting.

For technical assistance during the meeting, please contact [TPKMeetingSupport@dot.state.fl.us](mailto:TPKMeetingSupport@dot.state.fl.us).

### JOIN US IN PERSON

Thursday, January 30, 2025

5:30 pm - 7:30 pm

Sugar Sand Park Community Center, Maple Room  
300 S. Military Trail  
Boca Raton, FL 33486

The in-person meeting will be conducted in an open house format with no formal presentation. Project exhibits will be on display, and members of the team will be available to answer questions.



## MEETING MATERIALS

Public meeting materials will be available for review on the project website on the day of the virtual meeting. A video recording of the virtual meeting will also be posted to the project website under the "Documents" section following the meeting.



## COMMENTS

You may submit comments or questions during the registration process or by contacting the project manager, Paul Naranjo, P.E., using the contact information provided below. We would appreciate your comments by **Monday, February 10, 2025**.



## CONTACT INFORMATION

### PAUL NARANJO, P.E.

Consultant to Florida's Turnpike Enterprise  
P.O. Box 613069  
Ocoee, FL 34761

[Paul.Naranjo@dot.state.fl.us](mailto:Paul.Naranjo@dot.state.fl.us)  
(407) 264-3429

Scan the QR code to access the project website, register for the meeting, and download meeting materials.



Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Paul Naranjo, P.E. at least seven (7) days prior to the meeting. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).