

**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**

THIS AGREEMENT is made as of this 28 day of JANUARY, 2024, by and between the **BROWARD METROPOLITAN PLANNING ORGANIZATION**, created pursuant to Section 339.175, Florida Statutes, hereinafter referred to as “BMPO,” and the **CITY OF FORT LAUDERDALE**, a Florida municipal corporation hereinafter referred to as “CITY”.

WHEREAS, the Reconnecting Communities Pilot Grant Program (RCP) provides funds for projects and planning activities to reconnect communities divided by transportation infrastructure; and

WHEREAS, upon execution, the BMPO will be the Grantee of the Reconnecting Communities and Neighborhoods Grant (hereinafter referred to as the “Grant”), Exhibit “A”, from the U.S. Department of Transportation (“USDOT” or “Grantor”), to implement a “Connect FTL” planning study of five specific Florida East Coast Railway crossings for grade separation at Davie Boulevard, Broward Boulevard, Sistrunk Boulevard, Andrews Avenue, and Sunrise Boulevard (“planning study”) on behalf of the CITY; and

WHEREAS, the total grant allocation for the “Connect FTL” planning study is One Million Eight Hundred Seventy-Five Thousand dollars (\$1,875,000), of which the BMPO will receive eighty percent (80%), totaling One Million Five Hundred Thousand dollars (\$1,500,000) from the Grantor and will be required to provide a twenty percent (20%) Local Match (“Local Match”) of the total grant allocation, in the amount of Three Hundred Seventy-Five Thousand dollars (\$375,000); and

WHEREAS, CITY desires to provide funding to the BMPO to cover the required Local Match, in the amount of Three Hundred Seventy-Five Thousand dollars (\$375,000), which is 20% of the full cost of the planning study within the CITY; and

NOW, THEREFORE, for and inconsideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BMPO and CITY agree as follows:

1. The CITY hereby agrees to pay, to BMPO, the sum of Three Hundred Seventy-Five Thousand dollars (\$375,000), representing the CITY’s share (the “Local Match”) of the costs related to the planning study. The CITY shall provide the payment of the Local Match pursuant to the terms set forth in Section 3. of this Agreement.

2. The Term of this Agreement is from the Effective Date of this Agreement through April 1, 2027. The Effective Date is the date in which the last party executes this Agreement. The Term of this Agreement may be extended by the mutual agreement of the CITY and BMPO pursuant to the execution of a written amendment to this Agreement executed by both the CITY and BMPO. In the event the term of this Agreement extends beyond the end of any fiscal year of

City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

3. The CITY shall pay the BMPO the Local Match pursuant to the following terms: Within five (5) days after execution by the last party of this Agreement, the BMPO will provide the CITY with an invoice, pursuant to the Notice Section in paragraph 7., detailing the scope of the planning study and the Local Match. Within thirty (30) days following the CITY's receipt of such invoice, the CITY shall pay BMPO, pursuant to this Agreement, the sum of Three Hundred Seventy-Five and 00/00 Dollars (\$375,000.00) for the Local Match. BMPO agrees to reimburse the CITY of any remaining Local Match funds that are not applied to the implementation of the planning study.

4. In the event the cost of completion of the planning study exceeds the Local Match and the applicable share of the Grant Funds, or in the event that the USDOT reduces the amount of the Federal Funds available for the grant award for any reason, the CITY and BMPO agree to work cooperatively to adjust the scope in alignment with the allocated Local Match and the applicable share of the Grant Funds, as approved by USDOT in accordance with the terms of the Grant Agreement. BMPO will advise the CITY of any potential cost increases related to the planning study within 10 business working days, upon notification to the BMPO. All cost increases associated with the planning study shall be borne by the CITY, subject to approval by the City Commission, and the Local Match shall be amended accordingly.

5. This Agreement shall constitute the entire agreement between the CITY and BMPO for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and BMPO with respect to this Agreement. No prior written contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

6. The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the applicable public records retention requirements.

7. Whenever any party desires to give notice to another, such notice must be in writing, and delivered via mail (postage prepaid), or sent by commercial 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:

City of Fort Lauderdale
City Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

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

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

8. The Parties are state agencies or subdivisions pursuant to Section 768.28, Florida Statutes, and agree to be fully responsible for the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment, to the extent provided in Section 768.28.


9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **CITY OF FORT LAUDERDALE** through its City Commission, signing by and through its City Manager authorized to execute same by action on the 28 day of Jan., 2024, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

“CITY OF FORT LAUDERDALE”

ATTEST:


DAVID R. SOLOMAN
City Clerk



CITY OF FORT LAUDERDALE, a Florida municipal corporation.



SUSAN GRANT
Acting City Manager

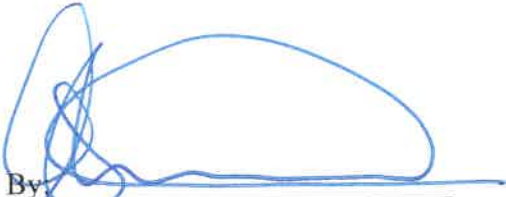
Approved as to form and correctness:
D'WAYNE M. SPENCE,
Interim City Attorney


KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

“BMPO”

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By 
Yvette Colbourne, Chair

By 
Gregory Stuart, Executive Director

28 day of Jan, 2024

24 day of January, 2024

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

Exhibit A - Grant Agreement

Draft Grant Agreement

- | | | |
|--|---|---|
| 1. Award No. | 2. Effective Date
See No. 17 Below | 3. Assistance Listings No.
20.940 |
| 4. Award To
Broward Metropolitan Planning Organization

Unique Entity Id.: L9D2JZDVN3Z3
TIN No.: | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590 | |
| 6. Period of Performance
October 1, 2024 – April 1, 2027 | 7. Total Amount
Federal Share: \$1,500,000
Recipient Share: \$375,000
Total: \$1,875,000 | |
| 8. Type of Agreement
Grant | 9. Authority re
Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. A § 11509 & div. J, tit. VIII, “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs” ¶ 7, Nov. 15, 2021) | |
| 10. Procurement Request No. | 11. Federal Funds Obligated
\$1,500,000 | |
| 12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions. | 13. Payment Office
See Article 13 of the General Terms and Conditions. | |
| 14. Accounting and Appropriations Data | | |
| 15. Description of Project
Connect FTL - Reconnecting Disadvantaged People to the Other side of the Railroad Tracks. | | |

RECIPIENT

16. Signature of Person Authorized to Sign

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature Date
Name:
Title:

Signature Date
Name:
Title: Agreement Officer

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U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 RECONNECTING COMMUNITIES PILOT (RCP) PROGRAM**

This agreement is between the United States Department of Transportation (the “USDOT”) and the [Broward Metropolitan Planning Organization] (the “Recipient”).

This agreement reflects the selection of the Recipient to receive an RCP Grant for the [Connect FTL - Reconnecting Disadvantaged People to the Other side of the Railroad Tracks].

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Reconnecting Communities Pilot (RCP) Program Notice of Funding Opportunity: FHWA Projects,” dated April 8, 2024, which is available on the RCN [website](#). The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RCP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RCP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.**

[Choose the appropriate one of these two alternatives.]

[**Alternative #1:** If there are no special terms and conditions, then use the following:]

There are no special terms for this award.

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[Alternative #2: If there are special terms and conditions, repeat and modify the following as needed:]

2.1 [Special Term Title].

[special term text]

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**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Connect FTL- Reconnecting Disadvantaged People to the Other side of the Railroad Tracks

Application Date: September 28, 2023]

2. Recipient's Unique Entity Identifier.

See section 24.3 of the General Terms and Conditions; also see page 1, item 4.

3. Recipient Contact(s).

Greg Stuart
Executive Director
Broward MPO
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
(954) 876-0035
stuartg@browardmpo.org

Christopher Restrepo
Principal Planner
Broward MPO
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
(954) 876-0061
restrepoc@browardmpo.org

4. Recipient Key Personnel.

Name	Title or Position
Greg Stuart	Executive Director
Christopher Restrepo	Project Manager

5. USDOT Project Contact(s).

Ryan Buck
Agreement Officer (AO)
Federal Highway Administration

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Office of Acquisition and Grants Management
HCFA-32, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-4229
Ryan.Buck@dot.gov

and

[enter name]
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email]

and

Carlos A. Gonzalez
Agreement Officer Representative (AOR)
Transportation Specialist
FHWA FL Division
3500 Financial Plaza, Suite 400
(850) 553-2221
Carlos.A.Gonzalez@dot.gov

and

or

Planning/Regional Partnership - Planning
Kenneth Petty, Director, Office of Planning
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E72-330
Washington, DC 20590

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

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USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions; also see page 1, item 1.

9. Designated Subrecipient(s).

Designated Subrecipient: [None] [insert full name of subrecipient(s)]

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**SCHEDULE B
PROJECT ACTIVITIES**

1. General Project Description.

Connect FTL proposes improvements to five highway-rail grade crossings of roadways with the Florida East Coast Railroad (FEC) in Fort Lauderdale by tunneling under the railroad to improve pedestrian and cycling connections between the majority-Black west side of Fort Lauderdale, and the wealthier east side. The railroad line historically functioned as a demarcation line for the “color line” ordinance enacted in the city in the 1920’s to restrict Black residents to the northwestern side of the FEC and continues to be a barrier to those communities. The FEC separates the historically Black neighborhoods of Fort Lauderdale from the wealthier areas in the eastern part of the city. In addition, most services, and facilities such as hospitals, schools, grocery stores, parks, and entertainment venues, are in the east side. The at-grade crossings create dangerous conditions for travelers, especially for vulnerable road users such as pedestrians and cyclists as the crossings lack sidewalks and bike lanes. Currently, train crossings amount to up to five-minute delays in travel times for travelers, and the amount of daily train crossings is expected to increase by 70% due to the development of the Broward Commuter Rail (BCR).

Broward Metropolitan Planning Organization proposes the elimination of highway-rail grade crossings by tunneling underpasses for improved access to west side residents. The tunnels will add dedicated sidewalks and bike lanes at each intersection to address current safety and access needs, and in preparation of the opening of new BCR stations at two of the intersections identified by this project. Expected walk and bike accessibility improvements are expected to reach 12,000 and 100,000 residents, respectively.

2. Statement of Work.

Task	Grant% Allocation	Grant Funded	Local Match% Allocation	Local Match Funded
<p>Connect FTL - Reconnecting Disadvantaged People to the Other side of the Railroad Tracks.</p> <p>Tasks include Project Administration, Data Collection, Public and Stakeholder Involvement, Existing Conditions Analysis, Equity Analysis, and an Alternatives Analysis.</p>	80%	\$1,500,000	20%	\$375,000
TOTAL				\$1,875,000

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**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: April 1, 2027

Period of Performance End Date: See section 4.5 of the General Terms and Conditions; also see page 1, item 6.

2. Estimated Project Schedule.

[Alternative #2: if this designated a Planning project at section 1 of schedule F:]

Milestone	Schedule Date
Planned Project Completion Date:	[October 1, 2026]

3. Special Milestone Deadlines.

[Choose the appropriate one of these two alternatives.]

[Alternative #1: If the only critical dates are completion dates, then use the following:]

None.

4. Prerequisite Dates.

[Alternative #2: Recommended if this designated a Planning project at section 1 of schedule F:]

Milestone	Date
Added to Unified Planning Work Program (UPWP)	May 9, 2024
Added to Statewide Planning Work Program	N/A

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**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

RCP Grant Amount: [\$1,500,000]

2. Federal Obligation Information.

[Choose the appropriate one of these two alternatives.]
[Alternative #1: If all funds are being obligated at once:]

Federal Obligation Type: Single

Obligation Condition Table		
Phase and Scope of the Project	Phase of the RCP Grant	Obligation Condition
Phase 1: Planning	\$1,500,000	

3. Approved Project Budget.

Eligible Project Costs		
	[Component 1]	Total
RCP Funds:	[\$1,500,000]	\$1,500,000]
Other Federal Funds:	[\$XXX]	[\$XXX]
Non-Federal Funds:	[\$375,000]	[\$375,000]
Total:	[\$1,875,000]	[\$1,875,000]

4. Approved Pre-award Costs

[Choose the appropriate one of these two alternatives.]
[If FHWA did not approve pre-award costs:]

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope:

Schedule:

Budget:

No Changes.

Other:

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**SCHEDULE F
RCP PROGRAM DESIGNATIONS**

1. Capital Construction or Planning Designation.

Capital-Planning Designation: [Planning]

2. Economically Disadvantaged Community Designation.

Economically Disadvantaged Community Designation: [Yes]

3. Security Risk Designation: [Low]

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**SCHEDULE G
RCP PERFORMANCE MEASUREMENT INFORMATION**

[Alternative #2, if this designated a Planning project at section 1 of schedule F:]

Reserved.

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project is a planning project and incorporates consideration of climate change and environmental justice impacts. <i>(Identify how the planning project incorporates consideration of climate change and environmental justice impacts in the narrative below.)</i>
	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the Climate & Economic Justice Screening Tool (CEJST), USDOT’s Equitable Transportation Community (ETC) Explorer, or the EPA’s EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

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<input type="checkbox"/>	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.
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2. Supporting Narrative.

Consideration of climate change and environmental justice impacts:

Project is a planning study.

The Broward MPO thoroughly analyzed the history and policy decisions that contributed to the current situation in Fort Lauderdale. Restricting access to public spaces can be traced back to when Black settlers fled the surrounding southern states during the Jim Crow era. Given the state's geography, beaches became a battleground in Florida during the Civil Rights Movement. Despite harassment and threats of violence, Broward County's beaches were desegregated by law and by practice in 1962.

Today, residents from predominantly Black communities on the west side of Fort Lauderdale have limited access not only to recreational areas such as the beach but to essential destinations. This directly impacts their physical well-being and economic opportunities.

In addition to addressing social inequities, the proposed railroad crossing solution would explore the feasibility to build in resiliency by proposing the construction of better drainage infrastructure at the five crossings in the project area. Significant stormwater drainage upgrades and flood walls along the approaches to the underpasses on either side. These resiliency improvements are critical to these roadways remaining open in the case of flooding events.

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**SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate :

X	The Project is a planning project and incorporates consideration of racial equity and barriers to opportunity. <i>(Identify how the planning project incorporates consideration of racial equity and barriers to opportunity in the narrative below.)</i>
	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan, or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The project area encompasses five at-grade crossings with the FEC railroad tracks between the affluent, communities to the east and several of the city’s lowest income, most transportation disadvantaged neighborhoods to the west. Impacted neighborhoods include some of Fort Lauderdale’s oldest Black communities, such as Historic Sistrunk, Progresso Village, and Lauderdale Manors. The planning project will look for solutions to address the longstanding impact of discrimination policies and structural racism on the communities west of the FEC rail tracks and improve the access of those communities to the essential destinations on the east side.

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Community Engagement Activities.

Connect FTL will use a variety of engagement methods including community forums, in-person workshops, social media campaigns, and public surveys. The goal will be to reach and engage with as many stakeholders as possible, especially those in the neighborhoods located near the proposed railroad crossings.

3. Activities to Safeguard Affordability.

Equitable development is a driving force behind Connect FTL. Historically, transportation systems were built with a focus on a limited range of users and a disregard for anyone else. As a result, it has acted as a barrier to racial equity and limited the economic opportunity for people of color in Broward County. There is a disparity in household income for homes on the west side of the tracks compared to homes on the east side. Making the resources and services of the east side more available to the underserved population on the west is a critical first step in reconnecting the community in a way that benefits all residents. The proposed solution in Connect FTL supports existing initiatives such as Broward MPO's Commitment 2045, specifically its goal to strengthen communities through:

1. Improving transportation accessibility for all users
2. Striving for equitable distribution of transportation benefits

In addition, this project supports the Health Equity Plan of Broward County's Department of Health and aligns with the plan's initiatives to improve the built environment of neighborhoods through:

1. Reduced traffic congestion
2. Development of safe pedestrian walkways and bike paths
3. Enhancement of school safety zones

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**SCHEDULE J
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project is a planning project. <i>(Identify in the narrative below the extent to which, if any, the planning project incorporates consideration of good-paying jobs and strong labor standards.)</i>
	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

Draft Grant Agreement

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards.</p> <p><i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

Broward MPO and the City of Fort Lauderdale are dedicated to the inclusion of disadvantaged, minority-owned and woman-owned business enterprises (DBE/MBE/WBE). Broward MPO’s current DBE participation goal is for 7.0% of Federal funds for FTA projects and 10.65% for FDOT’s FHWA-assisted contracts. Both Broward MPO and the City keep updated directories of DBE suppliers and contractors.