AGENDA

Broward Metropolitan Planning Organization
Thursday, June 12, 2025 9:30 a.m.
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181

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/WN_Jpc3KUw9SvuTCNsssXwPHg**

REGULAR ITEMS
(All Items Open for Public Comment)

1. Call to Order and Pledge

2. Electronic Roll Call

3. **Approval of Minutes - May 8, 2025**

4. Approval of Excused Absences

5. **MOTION TO APPROVE a Waiver of Virtual Attendance Restrictions for Board Member Jane Reiser of Hillsboro Beach**

6. Approval of Agenda

7. Public Comments
   Please submit to **info@browardmpo.org** at least 24 hours prior to the start of the meeting.

8. **MOTION TO ELECT OFFICERS to Serve for the Next Year, July 2025 Through June 2026:**

   A. Chair
   B. Vice Chair
   C. Deputy Vice Chair
   D. Executive Committee - Broward County Representative
   E. Executive Committee - Small Municipalities Representative
   F. Executive Committee - At-Large Representative
   G. Executive Committee - At-Large Representative (if no Chair Emeritus)

CONSENT ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE Amendment No. 1 to GPC Task Work Order No. 21 Between Broward Metropolitan Planning Organization and Kimley-Horn and Associates, Inc. for Infrastructure Hardening: SR-A1A From County Line Road to South of Arizona Street in a Total Amount Not to Exceed $299,963.50**

2. **MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 18 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Organizational Restructuring in an Amount Not to Exceed $198,378.40**

3. **MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 19 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Organizational Programs in an Amount Not to Exceed $344,522**

4. **MOTION TO APPROVE Task Work Order No. 5 Between the Broward Metropolitan Planning Organization (BMPO) and Greater Fort Lauderdale Transportation Management Association (TMA) for Commute Broward Education and Advancement in an Amount Not to Exceed $49,986.45**

5. **MOTION TO APPROVE Amendment No. 1 to the Tri-party Agreement Among Broward Metropolitan Planning Organization and City of Pembroke Pines and Metro Transportation Engineering & Construction Cooperative for Pembroke Pines Mobility Hub Capital Project**

6. **MOTION TO APPROVE the Broward County Board of County Commissioners (through Broward County Transit [BCT]) to Continue in its Role as the Community Transportation Coordinator (CTC) for Broward County**

7. **MOTION TO APPROVE Membership Appointments to the Local Coordinating Board (LCB)**

ACTION ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE the DRAFT FISCAL YEAR (FY) 2026 LIST OF PRIORITY PROJECTS (LOPP)**

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. **Draft 2026 Broward MPO Federal and State Legislative Priorities**

2. **Report From Partner Agency - Greater Fort Lauderdale Transportation Management Association - Commute Broward**

3. **Report From Partner Agency - Broward County Transit - Transit Development 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. There is no correspondence for the month of May.

COMMITTEE REPORTS - no discussion

1. **Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the May 28, 2025 Meetings**

2. Broward MPO Executive Committee meeting minutes can be found at: **http://browardmpo.org/index.php/agendas-minutes**

ADMINISTRATIVE ITEMS

1. **Notice of Public Meetings for the DRAFT Transportation Improvement Program (TIP) Fiscal Year (FY) 2026 - FY 2030**

2. **Florida's Turnpike Enterprise (FTE) - Proposed Interchange at Stirling Road (SR 848) and Florida's Turnpike (SR 91) - Alternatives Public Information Meeting Virtually on June 10, 2025 at 6:00 p.m. and in Person on June 12, 2025 at 5:30 p.m.**

NEXT MEETING: JULY 10, 2025

***MOTION TO ADJOURN**

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* Motion Requested

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.

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 (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.

Regular Item 3.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

SUMMARY:
Approval of Minutes - May 8, 2025

Action Item 5.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:
MOTION TO APPROVE a Waiver of Virtual Attendance Restrictions for Board Member Jane Reiser of Hillsboro Beach

WHAT THIS ACTION ACCOMPLISHES:
Approval of this item will allow Board Member Jane Reiser of Hillsboro Beach to attend MPO Board meetings virtually for the entirety of her time on the MPO Board, or until she is no longer a primary caregiver to a family member.

SUMMARY EXPLANATION/BACKGROUND:
According to the MPO Rules, 2.04.10.B, "A Board Member no more than three times in a calendar year may request the Chair...permission to participate in Regular, Special meetings or Workshops, via communications media technology only as long as a quorum of Board Members are physically present at the meeting."

Due to being the caregiver for a seriously ill immediate family member, Board Member Jane Reiser of Hillsboro Beach has requested a waiver of the three-times rule for virtual attendance. For the request from Board Member Reiser, please see the Attachment.

MPO staff will be available at the upcoming meeting to address any questions or comments.

MPO STAFF RECOMMENDATION(S):
MPO staff recommends ***approval*** of the waiver of virtual attendance restrictions for Board Member Jane Reiser of Hillsboro Beach.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Bryan Caletka at (954) 876-0070 or caletkab@browardmpo.org.

Regular Item 8.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:
MOTION TO ELECT OFFICERS to Serve for the Next Year, July 2025 Through June 2026:

A. Chair
B. Vice Chair
C. Deputy Vice Chair
D. Executive Committee - Broward County Representative
E. Executive Committee - Small Municipalities Representative
F. Executive Committee - At-Large Representative
G. Executive Committee - At-Large Representative (if no Chair Emeritus)

WHAT THIS ACTION ACCOMPLISHES:
This action will elect MPO Board officers (Chair, Vice Chair, and Deputy Vice Chair) and Executive Committee positions (one Broward County representative, one small municipalities representative, one at-large representative, and one additional at-large if no Chair Emeritus) to serve from July 2025 through June 2026.

SUMMARY EXPLANATION/BACKGROUND:
Section 2.03 of the Rules of the Broward MPO requires the MPO to elect a Chair, Vice Chair, Deputy Vice Chair, and Executive Committee Members annually. Currently, Commissioner Yvette Colbourne, City of Miramar, has served as Chair for a year and two months; Mayor Joy Cooper, City of Hallandale Beach, has served as Vice Chair for a year and two months; and Commissioner Byron Jaffe, City of Weston, has served as Deputy Vice Chair for a year and two months. As a result of a Board-approved change to the Rules of the Broward MPO that took place on December 6, 2018, "No officer shall serve more than four (4) consecutive terms (4 years) per officer position. No Board Member shall serve more than twelve (12) terms (12 years) as an elected Board Officer." For more information, please see the following excerpt of the Rules pertaining to MPO officers and their duties:

2.03 Officers and Duties.

2.03.1 The Board shall hold an annual organizational meeting for the purpose of electing Board Officers and Executive Committee members (as further specified below) at the Board's regularly scheduled June meeting, the term to commence at the next scheduled monthly Board meeting. The minimum officers shall include a Chair, Vice Chair and

Deputy Vice Chair. The Officers shall be elected by a majority of those present and voting. No officer shall serve more than four (4) consecutive terms (4 years) per officer position. No Board Member shall serve more than twelve (12) terms (12 years) as an elected Board Officer.

2.03.2 The Chair shall preside at all meetings and shall sign official documents of the BMPO, unless the Chair or Board authorizes in writing that the Executive Director may sign utilizing the Chair's electronic signature; or the authority is otherwise delegated to the Executive Director pursuant to these Rules or the adopted BMPO Procurement Rules. However, in the temporary absence of the Chair, the Vice Chair, or the Deputy Vice Chair may fulfill all the duties set forth in these regulations as being duties of the Chair. If the Chair is unable to serve the remainder of the Chair's term, the Vice Chair shall automatically become the Chair and assume all the responsibilities of the Chair; the Deputy Vice Chair shall automatically become the Vice Chair and assume all the responsibilities of the Vice Chair and the Board shall elect a new Deputy Vice Chair.

2.03.3 In the absence of the Chair, Vice Chair, and Deputy Vice Chair those present shall elect a Chair *pro tem*.

2.03.4 The Chair shall serve as the Board's appointment to the Florida Metropolitan Planning Organization Advisory Council (MPOAC). At the Chair's discretion, the Vice Chair or Deputy Vice Chair shall serve as the Chair's alternate to the MPOAC. If the Chair, Vice Chair or the Deputy Vice Chair is not able to serve, the Chair shall make an appointment to the MPOAC from the Board membership.

2.03.5 The Chair shall serve as the BMPO's appointment to the Southeast Florida Transportation Council (SEFTC). An alternate, who is a member of the Board, may be designated by the Chair.

2.03.6 The Chair shall be responsible for working with and directing the General Counsel and the Executive Director on the day-to-day operational concerns of the BMPO.

In addition to the election of officers, the Rules also state (in section 2.03.1 above) that Members of the Executive Committee will also be voted on annually in June. The elected MPO Board Chair, Vice Chair, and Deputy Vice Chair will automatically carry over and become members of the Executive Committee. However, the following other positions require Board action in order to fill:

- A Broward County representative.
- A small municipalities representative.
- An at-large position.
- An at-large position (only if the past Chair is unable or unwilling to serve in the Chair Emeritus position).

Currently, Commissioner Beam Furr, Broward County, has served as the Broward County representative for four years; Mayor Rich Walker, City of Parkland, has served as the small municipalities representative for the last year; Commissionr Thomas Good, City of Pembroke Pines, has served as an at-large representative for six months; and Councilmember Tim Fadgen, City of Plantation, has served as the other at-large representative for six months. For

more information, please see the following excerpt of the Rules pertaining to Board committees and subcommittees:

2.06 Board Committees and Subcommittees.

As necessary, committees and subcommittees shall be designated by the Chair to investigate and report on specific subject areas of interest to the Board. Current committees, such as the Governance Committee, is an example of this. The Board may veto a designation of a committee or subcommittee by an affirmative vote of a majority of those present. A committee or subcommittee shall consist of at least three (3) members. A majority of the members must be present for the committee or subcommittee to take formal action. The committee or subcommittee shall meet and determine the Chair and Vice Chair. The Chair or Vice Chair shall report to the Board at its next available meeting on the committee's or subcommittee's activities.

2.06.1 An Executive Committee has been established by the Board to (i) discuss BMPO agenda items, legislative issues, etc., for recommendation(s) to the Board; (ii) as well as to take action on certain administrative items, including BMPO procurements of $250,000 or less (as authorized by the BMPO Procurement Rules), or; (iii) consider and provide direction to the Executive Director or General Counsel regarding such other matters that may come before the BMPO from time to time. Executive Committee procurement approval shall be made by the Executive Committee upon two-thirds (2/3) vote of those Executive Committee members present and voting.

2.06.1.1 The Executive Committee shall be comprised of seven (7) members: (i) three elected BMPO Officers (Chair, Vice Chair, and Deputy Vice Chair); and (ii) one elected BMPO member representing Broward County government, one elected BMPO member representing the small municipalities, and one elected at-large BMPO member. In addition, the immediate past elected Chair shall serve as Chair Emeritus unless for any reason the past elected Chair is unable or unwilling to serve, whereupon the Board shall elect one additional at-large member.

2.06.1.2 Four (4) Executive Committee members shall constitute a quorum.

2.06.1.3 Each Executive Committee member is expected to have completed the required MPOAC training within the first year of election or appointment, unless otherwise extended by vote of the remaining Executive Committee members.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Bryan Caletka at (954) 876-0070 or **calektab@browardmpo.org**.

Consent Item 1.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:

MOTION TO APPROVE Amendment No. 1 to GPC Task Work Order No. 21 Between Broward Metropolitan Planning Organization and Kimley-Horn and Associates, Inc. for Infrastructure Hardening: SR-A1A From County Line Road to South of Arizona Street in a Total Amount Not to Exceed $299,963.50

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will amend the MPO's existing Agreement with Kimley-Horn and Associates, Inc. for implementing the MPO's infrastructure hardening framework study along State Road (SR)-A1A extending the original project limits (Hallandale Beach Boulevard to south of Arizona Street) to County Line Road to south of Arizona Street as well as increasing funding from $149,971.38 to a total not to exceed $299,963.50.

SUMMARY EXPLANATION/BACKGROUND:

On April 10, 2025, the MPO Board approved Task Work Order (TWO) No. 21 with Kimley Horn and Associates, Inc. for Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to South of Arizona Street (found in Attachment 1). The TWO provides planning assistance, including technical analysis and the development of planning recommendations, conceptual plans, countermeasures, professional graphic design activities, and planning-level cost estimates for developing an infrastructure hardening project for SR-A1A in the City of Hallandale Beach and Hollywood.

After execution of the TWO, it was determined that the project boundary should be extended to County Line Road and the consultant was contacted to provide a fee proposal for amending the scope to include this change. The revised scope would take into account required additional tasks, which include an expanded study area, additional model analysis, two additional public engagement activities, and increased coordination with municipal stakeholders.

In order to incorporate this revised scope, the MPO is now requesting an Amendment to the previously approved TWO. The proposed Amendment would extend the project limits from County Line Road to south of Arizona Street, include the additional work described above, and increase the not-to-exceed amount for the project from $149,971.38 to $299,963.50. All work to be performed is consistent with the project scope and budget in the MPO's approved Unified Planning Work Program (budget).

For the proposed Amendment No. 1 to TWO No. 21 with Kimley-Horn and Associates, Inc., please see Attachment 2. The amended TWO provides for the services mentioned above until June 30, 2026, at a cost not to exceed $299,963.50. MPO and consultant staff will be available at the meeting to address any questions or comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the proposed Amendment No. 1 to Task Work Order No. 21 with Kimley-Horn and Associates, Inc. for Infrastructure Hardening: SR-A1A From County Line Road to South of Arizona Street in an amount not to exceed $299,963.50.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Levi Stewart-Figueroa at (954) 876-0079 or **stewartl@browardmpo.org**.

Attachments

GPC

2. Amendment No. 1 to GPC Task Work Order No. 21 Between Broward Metropolitan Planning Organization and Kimley-Horn and Associates, Inc. for Infrastructure Hardening: SR-A1A From County Line Road to South of Arizona Street

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Broward MPO
Metropolitan Planning Organization
Move People & Goods | Create Jobs | Strengthen Communities

General Planning Consultant Services ("GPC")
RFQ Number: 22-01

GPC
TASK WORK ORDER NO. 21

BETWEEN
BROWARD METROPOLITAN PLANNING ORGANIZATION ("BMPO")
And
KIMLEY-HORN & ASSOCIATES, INC.
("Consultant")
For
Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to South of Arizona Street

Task Work Order No. 21 Start Date:	**Upon Written Notice to Proceed**
Task Work Order No. 21 End Date:	**May 29, 2026**
Total Amount Not to Exceed:	**$149,971.38**

Total Amount Not to Exceed is pursuant to and as provided in the attached Exhibit A, the Consultant's "Price Proposal" is incorporated herein by reference.

The Consultant shall perform the following tasks to complete the requested services and deliverables in adherence with the General Planning Consultant Services Agreement, RFQ Number 22-01 and Scope of Services pursuant to this Task Work Order No. 21.

The Party's acknowledge and agree that the underlying General Planning Consultant Contract ("GPC") terminates no later than April 30, 2027. Notwithstanding, the Executive Director and the Contractor may further extend the General Planning Consultant Contract by mutual consent, in writing, for no more than six months, prior to the expiration of the then current term. The time in which the services are to be performed pursuant to thisTask Work Order No. 21, may be extended consistent with this provision.

All GPC Task Work Orders are subject to availability of funds and subject to services rendered by the Consultant along with a Written Notice to Proceed (NTP) authorization by BMPO Procurement Staff.

SCOPE OF WORK

Infrastructure Hardening:
SR-A1A from Hallandale Beach Boulevard to south of Arizona Street

Overview

The Consultant shall identify improvements for the project areas that address identified areas of concern related to current and future conditions using the MPO's Framework Process (Framework). This will include developing planning-level concepts for further study, with the potential of advancing to design and construction by the Broward MPO's implementing partner, the Florida Department of Transportation (FDOT). The Consultant shall build upon previously completed planning studies, activities, model outputs, and data provided by FDOT and other project stakeholders.

The Consultant shall apply the Framework's 9-step process to identify detailed transportation needs or deficiencies.

Step 1. Selection Of Stressors
Step 2. Identification Of Risks
Step 3. Establishment Of Impacts
Step 4. Identification Of Proxy Indicators
Step 5. Identification Of Physical Assets at Risk
Step 6. Performance Of Root Cause Analysis
Step 7. Identification & Selection of Response Strategies
Step 8. Review Of Additional Considerations
Step 9. Identification Of Program-Ready Projects

Using the findings of the Framework application, the Consultant shall develop a proposed package of improvements. Improvements may be projects, strategies, etc. These improvements should include a combination of short-, mid-, and long-term strategies with planning-level cost estimates. The Consultant will lead public and community stakeholder involvement activities to help secure support for proposed improvements. The Consultant shall deliver planning-level concept renderings that depict proposed improvements with planning-level cost estimates.

The project boundary is:

SR-A1A (South Ocean Drive) from Hallandale Beach Blvd SR-858 in Hollywood, FL to south of Arizona St. in Hollywood, FL (FM 4534311).

Scope of Services

This scope aims to deliver planning-level development assistance with SR-A1A (South Ocean Drive) from SR-858/Hallandale Beach Blvd to South of Arizona St. The Project was identified as part of the MPO's 2045 Metropolitan Transportation Plan (MTP). The successful Consultant shall provide various professional planning services, emphasizing expertise in infrastructure hardening concerning transportation infrastructure. The following tasks are the minimum requirements for the Consultant's response.

Task 1: Project Management

This task's objective is to ensure effective coordination and engagement by local government and agency project stakeholders, timely reporting of project status, implementation of quality control measures, and submission of project milestones to meet identified budget, deadlines, and requirements. Review times for the project stakeholders shall be agreed upon during the project kickoff.

Tasks include:

- Regular bi-weekly project status report meetings.
- Develop and maintain a schedule that includes sufficient time for project stakeholders to review draft presentations, followed by the provision of final presentations to project stakeholders in advance of public meetings, and sufficient time for FDOT to review/vet any concepts, proposals, etc. as facility owner and operator before public meetings. The review of any concepts should include a minimum of three (3) weeks for FDOT review and comment.
- Provide periodic stakeholder check-in meetings.
- Ensure timely deliverables, as defined in each project task.
- Ensure quality control review of all materials submitted to the MPO.

Deliverables:

- Project Schedule, identifying milestone and deliverable dates [30 days from Notice to Proceed (NTP)].
- Agendas and presentations for project stakeholder meetings (5 business days before any scheduled meeting).
- Meeting notes, minutes, and action items logs for all meetings (5 business days after any meeting).
- Regular project status reports with updates on milestones, risks, and issues (Bi-weekly 30-minute status update virtual meetings).
- Completed checklist of deliverables with a submittal record (12 months from NTP).

Task 1 Deliverables: The final deliverables package is due no later than April 24, 2026.

Task 2: Stakeholder Engagement

The scope includes organizing two (2) community outreach meetings to solicit feedback from key stakeholders. Community stakeholders such as residents, business owners, government representatives, community leaders, and industry representatives will be engaged in collaborative planning and decision-making processes. The MPO will assist with community outreach. Information on the projects will be provided to the Broward MPO to maintain an up- to-date project website, where all deliverables, including all technical memoranda, will be posted by the MPO.

Community meetings shall be in-person meetings. Working with the City's Public Information Office (PIO) team and the MPO, two (2) in-person meetings will be hosted at the Hollywood Beach Cultural and Community Center (1301 S. Ocean Drive, Hollywood). The MPO will facilitate the organizing and outreach for these meetings, using the City's extensive outreach network. To ensure maximum outreach, the MPO and the Consultant will deploy one (1) online survey to ensure the accuracy of the findings reflects community support.

In addition to the public meetings, the Consultant shall anticipate three (3) technical working group meetings (virtual) to consist of City, County, and FDOT staff. These meetings are intended to review any findings or recommendations at least two (2) weeks prior to any public meeting. The Consultant shall also plan for one (1) FDOT workshop, no less than four (4) weeks prior to any public outreach meeting regarding suggested alternatives or modifications.

Task includes:

- Public Participation Plan that will:
  - Identify local government and agency stakeholders.
  - Conduct two (2) stakeholder meetings
  - Conduct one (1) online survey
  - Technical Working Group
  - FDOT workshop
- Documentation and notes from all meetings.

Deliverables:

- Public Participation Plan (PPP) outlining schedule, objectives, strategies, and communication efforts (30 days from NTP).
- Two (2) in-person community outreach meetings.
- One (1) online survey to be distributed virtually/via email.
- Three (3) technical working group meetings
- One (1) FDOT workshops
- Document technical working group, FDOT, and public involvement activities, including meeting agendas, presentations, workshop/educational materials, and input/feedback summaries.
- Evaluation of public involvement process effectiveness and recommendations for improvement.

Task 2 Deliverables: The "Public Participation Plan" is due no later than one (1) month from NTP; all other deliverables are due no later than April 24, 2026.

Task 3: Project Description, Purpose, and Need

Based on available data, the Consultant shall develop a concise definition of the extent of the project area and deficiencies that can be refined throughout the project. The Consultant will develop a detailed list of project goals and objectives to address identified problems and support the process. The Consultant will develop measures that can be used to assess how well each proposed improvement addresses the needs along the corridor.

Tasks include:

- Problem Description (Provide data driven Purpose and Need Statement).
- Goals and Objectives.
- Evaluation Framework and Measures, including but not limited to:
  - *Effectiveness – the extent to which improvements address and solve the identified problems along the corridor.*
  - *Impacts – the extent to which the improvements will or may impact nearby*

natural resources, neighborhoods, the adjacent transportation network and facilities, land uses, and businesses, and emergency response.

- *Holistic Solutions – the extent to which land uses and other attributes along the corridor affect the choice and viability of improvements on the corridor and the potential for complementary efforts on and off the corridor.*
- *Other co-benefits include increased safety, accessibility, land use, economic development, and transportation/housing costs.*
- *Restoration of traffic function: Identify how long it would take for corridors to rebound to normal function after a major event.*

Deliverables:

- Technical Memorandum #1 "Project Description, Purpose, & Need" containing at a minimum:
  - *A Detailed List of Project Goals and Objectives, A Summary of the MPO's Framework, A summary of Existing Area Studies and Data.*

Task 3 Deliverables: due no later than June 30, 2025.

Task 4: Existing and Future Conditions (MPO Framework steps 1-6)

The Framework steps 1-6 will serve as a basis for this task of the project.

Step 1. Selection Of Stressors
Step 2. Identification Of Risks
Step 3. Establishment Of Impacts
Step 4. Identification Of Proxy Indicators
Step 5. Identification Of Physical Assets at Risk
Step 6. Performance Of Root Cause Analysis

The Consultant will collect data and information to analyze existing conditions and verify applicable hazards and deficiencies related to the project's goals, needs, and objectives (Task 3). The Consultant will also explore potential future conditions and how they relate to needs using the best available information and guidance from existing and completed projects[1,2] and community stakeholders. The Consultant will also document the extent to which applicable hazards extend beyond the project limits.

The project will build on completed and ongoing work from FDOT, Broward County, and the City of Hollywood. The Consultant should note that FDOT has an existing model for this project. The project team will use the existing model to develop alternatives and make recommendations that are consistent with current ongoing projects1,2.

Tasks include:

- Field Review
- Data Collection
- Storm Water Management Model (SWMM) (existing)
- Prior and current studies, plans, etc.[1,2]
- Identification
  - *Shocks and Stressors (hazards) Risk*
  - Impacts
- Root Cause Analysis

Deliverables:

- Technical Memorandum #2 "Existing and Future Conditions" containing at a minimum: *Field Review Summary, Existing and Future Conditions Analysis, Identification of Problems, Root Causes, and Opportunities.*

Task 4 Deliverables: due no later than October 24, 2025.

Task 5: Recommendation (MPO Framework steps 7-8) and Final Report

The Consultant will assemble all results for each project area and assist the MPO in making recommendations for a collection of proposed improvements that best address each of the project's goals and objectives. Since the project aims to be realistic with a clear path for implementation, proposed improvements may not be technically feasible but unrealistic given community preferences or financial or other constraints. Therefore, the Consultant will work with the MPO, the project team, FDOT, other key community stakeholders, and the public to judiciously select preferred improvements, address input/feedback received, and identify trade-offs to arrive at preferred improvements for the project areas.

The Consultant will develop detailed data and analysis for up to three (3) distinct concept plans and one (1) final, recommended improvement supported by all stakeholders and the public. The Consultant will also identify strategies applicable to the broader project area, which may involve implementation by other responsible entities. Note that the final recommended concept plan will influence FDOT in their next step, which will be conducted separately, and will include detailed concept design, CADD drawings, defined scope, and construction long cost estimates (LRE).

Tasks include:

- Identify and select proposed improvements and document support from all stakeholders and the public (Framework Step 7)
- Review Additional Considerations (Framework Step 8)
- Conceptual Improvements and Recommended Improvement with Planning Level Cost Estimates

Cost Benefit Analysis (CBA) Deliverables:

- Technical Memorandum #3 "Proposed Improvements and Trade-Offs"
- A minimum of two (2) concept plans illustrating options that identify strategies and improvements for physical infrastructure for the identified stressors and related risks, and hazards/infrastructure impacts for the project limits, along with a scenario in which no modifications are made to the corridor ("no-build").
- Final Report to include Project Summary (Framework steps 1-9), Public Involvement Summary, Improvements with Planning Level Cost Estimates, CBA, and Documentation of Stakeholder and Public Support.

Task 5 Deliverables: due no later than April 24, 2026

NOTE: All Task deliverables shall include draft and final detailed reports, including all files in their native format. A schedule and project work plan will further define all anticipated due dates for Tasks 1 through 5.

[1] FDOT Efforts – See Exhibit B for a full listing.
[2] Additional City Led Efforts – See Exhibit B for a full listing.

GPC TASK WORK ORDER No. 21 between the BROWARD METROPOLITAN PLANNING ORGANIZATION and KIMLEY-HORN & ASSOCIATES, INC. for Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to South of Arizona Street

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Work Order on the respective dates under each signature.

Kimley-Horn & Associates, Inc.

BY: Stewart E. Robertson

PRINT: Stewart E. Robertson

Title: Senior Vice President

DATE: 03-31-2025

Broward Metropolitan Planning Organization

Chair

BY:

PRINT: Yvette Colbourne

DATE: 4-10-2025

Broward Metropolitan Planning Organization

Executive Director

BY:

PRINT: Gregory Stuart

DATE: 4-16-2025

Broward Metropolitan Planning Organization

General Counsel

BY: Alan L. Gabriel

PRINT: Alan L. Gabriel

DATE: 4-10-2025

GPC TASK WORK ORDER No. 21 between the
BROWARD METROPOLITAN PLANNING ORGANIZATION and
Kimley-Horn & Associates, INC. for
Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to South of Arizona Street

EXHIBIT "A"

Price Proposal

PRICE PROPOSAL - STAFF HOUR ESTIMATE SUMMARY

Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to south of Arizona Street

Kimley»Horn

	Kimley-Horn		WSP		Grand Total	
	Hours	Total Fee	Hours	Total Fee	Hours	Total Fee
Task 1 - Project Management	**26**	**$ 4,828.92**	**51**	**$ 8,489.49**	**77**	**$ 13,318.41**
SR-A1A (Hallandale Bch Blvd to S of Arizona St)	26	$ 4,828.92	51	$ 8,489.49	77	$ 13,318.41
Task 2 - Stakeholder Engagement	**0**	**$ -**	**179**	**$ 25,357.16**	**179**	**$ 25,357.16**
SR-A1A (Hallandale Bch Blvd to S of Arizona St)	0	$ -	179	$ 25,357.16	179	$ 25,357.16
Task 3 - Project Description, Purpose, and Need	**0**	**$ -**	**17**	**$ 2,867.11**	**17**	**$ 2,867.11**
SR-A1A (Hallandale Bch Blvd to S of Arizona St)	0	$ -	17	$ 2,867.11	17	$ 2,867.11
Task 4 - Existing and Future Conditions	**0**	**$ -**	**485**	**$ 70,682.80**	**485**	**$ 70,682.80**
SR-A1A (Hallandale Bch Blvd to S of Arizona St)	0	$ -	485	$ 70,682.80	485	$ 70,682.80
Task 5 - Recommendation and Final Report	**0**	**$ -**	**236**	**$ 37,745.90**	**236**	**$ 37,745.90**
SR-A1A (Hallandale Bch Blvd to S of Arizona St)	0	$ -	236	$ 37,745.90	236	$ 37,745.90
Hours and Total Fee by Firm	26	$ 4,828.92	968	$ 145,142.46	**994**	**$ 149,971.38**

Updated: 3/12/2025

PRICE PROPOSAL - KIMLEY-HORN Tasks

Kimley»Horn

Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to south of Arizona Street

	Project Manager	Chief Planner	Senior Engineer 1	Senior Planner	Engineer 2	Engineer 1	Project Planner	Engineering Intern	GIS Specialist	Planner	Project Administration	Total Hours	Labor Fee	Expenses (4.6%)	Total Fee
	$ 286.54	$ 276.44	$ 243.20	$ 205.33	$ 211.62	$ 167.18	$ 151.56	$ 132.24	$ 131.76	$ 112.76	$ 122.72				
Task 1 - Project Management	10	0	0	0	0	0	0	0	0	0	16	26	$ 4,828.92	$ -	$ 4,828.92
												0	$ -	$ -	$ -
SR-A1A (Hallandale Bch Blvd to S of Arizona St)	10										16	26	$ 4,828.92		$ 4,828.92
												0	$ -	$ -	$ -
Task 2 - Stakeholder Engagement	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
												0	$ -	$ -	$ -
SR-A1A (Hallandale Bch Blvd to S of Arizona St)												0	$ -	$ -	$ -
												0	$ -	$ -	$ -
Task 3 - Project Description, Purpose, and Need	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
												0	$ -	$ -	$ -
SR-A1A (Hallandale Bch Blvd to S of Arizona St)												0	$ -	$ -	$ -
												0	$ -	$ -	$ -
Task 4 - Existing and Future Conditions	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
												0	$ -	$ -	$ -
SR-A1A (Hallandale Bch Blvd to S of Arizona St)												0	$ -	$ -	$ -
												0	$ -	$ -	$ -
Task 5 - Recommendation and Final Report	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
												0	$ -	$ -	$ -
SR-A1A (Hallandale Bch Blvd to S of Arizona St)												0	$ -	$ -	$ -
												0	$ -	$ -	$ -
Hours	10	0	0	0	0	0	0	0	0	0	16	**26**	**$ 4,828.92**	**$ -**	**$ 4,828.92**
Fee	$ 2,865.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,963.52				
	38.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	61.5%				

Kimley-Horn	Hours	Total Fee By Task	
Task 1	26	$ 4,828.92	100.0%
Task 2	0	$ -	0.0%
Task 3	0	$ -	0.0%
Task 4	0	$ -	0.0%
Task 5	0	$ -	0.0%
Grand Total	26	$ 4,828.92	

GPC Work Order No. 21
Kimley-Horn & Associates, Inc.

Updated: 3/12/2025

PRICE PROPOSAL - WSP Tasks

Kimley»Horn

Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to south of Arizona Street

		Climate, Resilience, & Sustainability Practice Lead	Climate Modelling Consultant	Senior Planner	Senior Engineer 1	Planner 3	Project Administration	Planner 2	Engineer 1	Planner		Total Hours	Labor Fee	Expenses (4.6%)	Total Fee
		$ 354.81	$ 234.55	$ 183.23	$ 214.74	$ 158.45	$ 118.10	$ 122.82	$ 116.54	$ 95.80	$ -				
Task 1 - Project Management		0	0	23	0	24	4	0	0	0	0	51	$ 8,489.49	$ -	$ 8,489.49
												0	$ -	$ -	$ -
	SR-A1A (Hallandale Bch Blvd to S of Arizona St)			23		24	4					*51*	$ 8,489.49		$ 8,489.49
												0	$ -	$ -	$ -
Task 2 - Stakeholder Engagement		0	0	36	20	26	0	39	0	58	0	179	$ 25,357.16	$ -	$ 25,357.16
												0	$ -	$ -	$ -
	SR-A1A (Hallandale Bch Blvd to S of Arizona St)			36	20	26		39		58		*179*	$ 25,357.16		$ 25,357.16
												0	$ -	$ -	$ -
Task 3 - Project Description, Purpose, and Need		0	0	7	0	10	0	0	0	0	0	17	$ 2,867.11	$ -	$ 2,867.11
												0	$ -	$ -	$ -
	SR-A1A (Hallandale Bch Blvd to S of Arizona St)			7		10						*17*	$ 2,867.11		$ 2,867.11
												0	$ -	$ -	$ -
Task 4 - Existing and Future Conditions		0	0	20	44	170	0	220	31	0	0	485	$ 70,682.80	$ -	$ 70,682.80
												0	$ -	$ -	$ -
	SR-A1A (Hallandale Bch Blvd to S of Arizona St)			20	44	170		220	31			*485*	$ 70,682.80		$ 70,682.80
												0	$ -	$ -	$ -
Task 5 - Recommendation and Final Report		12	0	22	18	84	0	100	0	0	0	236	$ 37,745.90	$ -	$ 37,745.90
												0	$ -	$ -	$ -
	SR-A1A (Hallandale Bch Blvd to S of Arizona St)	12		22	18	84		100				*236*	$ 37,745.90		$ 37,745.90
												0	$ -	$ -	$ -
	Hours	12	0	108	82	314	4	359	31	58	0	**968**	**$ 145,142.46**	**$ -**	**$ 145,142.46**
	Fee	$ 4,257.72	$ -	$ 19,788.84	$ 17,608.68	$ 49,753.30	$ 472.40	$ 44,092.38	$ 3,612.74	$ 5,556.40	$ -				
		1.2%	0.0%	11.2%	8.5%	32.4%	0.4%	37.1%	3.2%	6.0%	0.0%				

WSP	Hours	Total Fee By Task	
Task 1	**51**	**$ 8,489.49**	5.8%
Task 2	**179**	**$ 25,357.16**	17.5%
Task 3	**17**	**$ 2,867.11**	2.0%
Task 4	**485**	**$ 70,682.80**	48.7%
Task 5	**236**	**$ 37,745.90**	26.0%
Grand Total	**968**	**$ 145,142.46**	

Updated: 3/12/2025

Kimley-Horn & Associates, Inc. Task Work Order No. 21

GPC TASK WORK ORDER No. 21 between the
BROWARD METROPOLITAN PLANNING ORGANIZATION and
Kimley-Horn & Associates, INC. for
Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to South of Arizona Street

EXHIBIT "B"

EXISTING PLANS AND STUDIES

Existing Plans and Studies

FDOT efforts:

- 2020 A1A Tidal Study
  - Existing Conditions
  - High-Resolution Lidar
  - Hydrological Modeling
  - Alternatives Report with Dynamic Adaptive Pathways
- 2024 A1A Multi-Modal Study
  - State Road A1A Resilience Evaluation (from SE 31st Street to County Line Road)
  - Review the safety strategies identified in the plan (i.e., mid-block crossings, sidewalks, etc.), and compare the strategies developed in the conceptual and recommended improvements.
- FDOT funded/City-led 3R project SR A1A from Hollywood Boulevard to the southern limits of the City of Hollywood
- FDOT FM # 4485771: Pump stations at Bougainvillea Terrace and Harrison Street

Additional City-led efforts:

- Linear Park (Arizona St. to Azalea Ter.)
- Cross-street improvements (East-West Streetscape from Harrison Street to Magnolia Terrace)
- City Stormwater Masterplan

Consent Item 2.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:

MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 18 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Organizational Restructuring in an Amount Not to Exceed $198,378.40

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 help the MPO deliver "best practice" products and services in light of impending executive-level retirements and the political and financial hurdles that MPOs are facing nationwide.

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 better prepare for executive-level retirements and the political and financial hurdles that MPOs across the country are facing, the MPO is proposing Task Work Order No. 18 under the existing Advancing Strategic Initiatives Agreement. Under the Task Work Order, the consultant will conduct a services and skills assessment and develop job descriptions and titles, a staff alignment plan, and a financial alignment plan.

For more information on the proposed Task Work Order No. 18 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 $198,378.40. MPO and consultant staff will be available at the upcoming meeting to address any questions and comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the proposed Task Work Order No. 18 with Whitehouse Group, Inc. for Organizational Restructuring in an amount not to exceed $198,378.40.

ADDITIONAL INFORMATION/PREPARER:

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

Attachments

1. Agreement Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Advancing Strategic Initiatives
2. Task Work Order No. 18 - Organizational Restructuring

Broward MPO
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 10TH 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 compete 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 AGREEEMENT, 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.

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

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

This 10th day of MARCH 2022.

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

This 10TH 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
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.

CONTRACTOR

WITNESSES:

By: _____

Print Name: KATHRINA REGNIER

By: _____

Print Name: Thomas Brandenstein

WHITEHOUSE GROUP, INC.,
a Florida corporation

By: _____

Print Name: Todd A. Brauer
Title: President / COO

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.

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

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

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

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

Local Public Agency Solutions			
Classification	Principal	Project Manager	**Task Hours Total**
Hourly Rate	**$140.00**	**$125.00**	
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
Total Hours	**0 hrs**	**0 hrs**	**0 hrs**
Subtotal Fee	**$0.00**	**$0.00**	
Total Fee			$0.00

Patel, Greene and Associates (PGA)				
Classification	Senior Planner	Outreach Specialist	Graphic Designer	**Task Hours Total**
Hourly Rate	**$186.73**	**$137.75**	**$84.18**	
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
Total Hours	**0 hrs**	**0 hrs**	**0 hrs**	**0 hrs**
Subtotal Fee	**$0.00**	**$0.00**	**$0.00**	
Total Fee				$0.00

Insight Transportation Consultanting			
Classification	Transit Expert	Data Expert	**Task Hours Total**
Hourly Rate	**$293.37**	**$241.54**	
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
Total Hours	**0 hrs**	**0 hrs**	**0 hrs**
Subtotal Fee	**$0.00**	**$0.00**	
Total Fee			$0.00

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 MPO
Metropolitan Planning Organization
Move People & Goods | Create Jobs | Strengthen Communities

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

APPLICABLE PROVISIONS & CERTIFICATION FORMS

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☒ = Applicable to this solicitation and/or purchase

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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 ay 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 SIMPLIFTED ACQUISTION 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

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

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

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 (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 eoohelp@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.

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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 sub-contractor 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)."

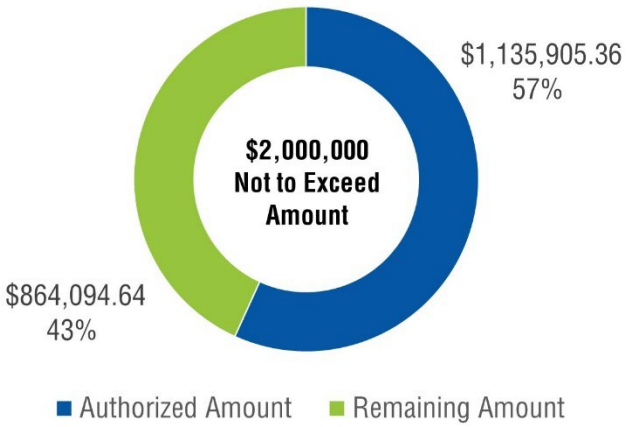
Task Work Order No. 18

Organizational Restructuring

SUMMARIES

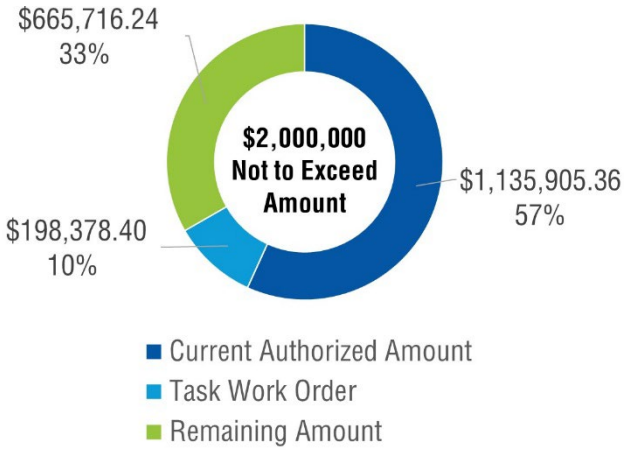
Agreement Information and Budget Status Approved Task Work Orders

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:	$864,094.64
Remaining Amount:	$1,135,905.36



Task Work Order Information and Agreement Status after Authorization

Date:	06/12/2025
Number:	18
Name:	Organizational Restructuring
Amount:	$198,378.40
Total Amount of Approved Task Work Orders:	$1,334,283.76
Remaining Agreement Amount Upon Approval:	$665,716.24



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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:	Organizational Restructuring
Task Work Order Number:	18
MPO Task Manager:	Greg Stuart
Consultant Task Manager:	Todd Brauer
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 current political and financial circumstances have created uncertainty in the operation and funding of MPOs nationwide. In addition, the Broward MPO expects several executive-level retirements that could significantly impact the MPO's ability to achieve its mission. To address these challenges and identify opportunities for improvement, the MPO Executive Director has tasked the Consultant Team with developing plans to restructure the MPO to continue to deliver 'best practice' products and services.

TASK WORK ORDER DETAIL

Subtask Number:	01
Subtask Name:	CONDUCT SERVICES AND SKILLS ASSESSMENT
Overview:	The Consultant Team will assess and develop a strategic direction (or "North Star") for the MPO's staffing needs for statutory and non-statutory services and assess each MPO staff member's skills based on work samples rather than self-reporting.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team to discuss. 2. Collect, collate, and analyze time sheet data, work samples, and back-up materials for all MPO staff to determine the number of staff required to successfully manage or produce MPO products and services at a quality dictated (and documented) by the MPO Executive Director. 3. Analyze the work samples and back-up materials the MPO Task Manager provided for each MPO staff member and develop a measurement for various skill sets (e.g., technical, project management, staff management, etc.) needed to deliver MPO products and services. 4. Develop and submit for review by the MPO Task Manager a draft of the *Services and Skill Assessment Report* that documents the number and qualifications of MPO staff required to provide statutory and non-statutory services, as well as the results of an independent measurement of the skills level for each MPO staff member. 5. Update and submit the final *Services and Skill Assessment Report* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in the ad-hoc meetings. 2. Provide data and back-up materials for all MPO services, including non-statutory, additional services provided by the MPO (e.g., city services). 3. Provide time sheet data, work samples, and back-up materials for all MPO staff, not products developed by a consultant. 4. Review the draft deliverable and provide edits, comments, and suggestions. 5. The MPO Task Manager will consolidate and reconcile comments from other MPO staff and act as a Point of Contact for the draft deliverable.
Deliverable(s):	*Services and Skill Assessment Report*
Due Date:	09/30/2025

Subtask Number:	**02**
Subtask Name:	**DEVELOP JOB DESCRIPTIONS AND TITLES**
Overview:	The Consultant Team will develop comprehensive, individualized job descriptions and titles that align with the results of the assessment conducted of the statutory and non-statutory services, the number of staff, and the skills required to deliver MPO products. In addition, the job descriptions will identify variables used to monitor performance and identify opportunities to enhance talent development. This subtask will be completed in parallel with developing the *Staff Alignment Plan*.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Develop and submit drafts of the *Job Descriptions and Titles* for each MPO staff member, including the MPO Executive Director and MPO Management staff, for review by the MPO Task Manager. The descriptions will include variables that will align with the *Performance Monitoring Program* and the *Talent Development Program* that will be developed in Task Work Order No. 19. In addition, the descriptions and titles will have clear, concise indicators to help MPO staff understand when corrective actions are implemented and rewards for exemplary performance are provided. 3. Update and submit the final *Job Descriptions and Titles* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in the ad-hoc meetings. 2. Review the draft deliverable and provide edits, comments, and suggestions. 3. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for draft deliverables.
Deliverable(s):	*Comprehensive Job Descriptions and Descriptive Titles*
Due Date:	11/30/2025

Subtask Number:	**03**
Subtask Name:	**DEVELOP A STAFF ALIGNMENT PLAN**
Overview:	The Consultant Team will develop a plan to restructure the MPO, streamlining the organization to create efficiencies in the delivery of statutory and non-statutory products and increasing the likelihood that MPO staff can support other initiatives that are not assigned to them directly. The plan will include an organizational chart with clear lines of accountability and following organizational 'best practices' (e.g., number of direct reports per manager).
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Develop and submit for review by the MPO Task Manager a draft of the *Staff Alignment Plan* that groups MPO staff into services that align with statutory and non-statutory projects produced by the MPO. The organizational chart will include each service type (e.g., Plans and Programming, Outreach and Engagement, Administration, etc.) identified and approved by the MPO Executive Director. Each service type will have success markers; the framework for the goals and objectives that align with the *Staff Action Plan* that will be developed in Task Work Order No. 19; and clear measures of effectiveness so MPO staff can understand their jobs and how they are done successfully. 3. Update and submit the final *Staff Alignment Plan* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in ad-hoc meetings. 2. Review the draft deliverable and provide edits, comments, and suggestions. 3. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for draft deliverables.
Deliverable(s):	*Staff Alignment Plan*
Due Date:	12/31/2025

Subtask Number:	**04**
Subtask Name:	**DEVELOP A FINANCIAL ALIGNMENT REPORT**
Overview:	The Consultant Team will assess the sustainability of funding based on previous financial data and predicted inflows over the next 10 years, review and provide suggestions for changes that may be made to the accounting structure (including time sheet codes) to help identify and predict cash flow challenges and align staff efforts with the delivery of MPO products as approved by the MPO Executive Director. The Team will also review and provide suggestions on tracking transactions (particularly MPO staff by funding sources) and expenses, which will also support great transparency to the MPO Board, identify upcoming challenges, and implement mitigation strategies to ensure the MPO remains solvent.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Analyze the accounting data and materials the MPO Task Manager provided and conduct multiple tests on the MPO's financial management; operating revenue and expenditures; funding and financing practices; and indicators for liquidity, and financial efficiency, including, but not limited to, budget controls, segregation of duties, and fraud risks to support the number of MPO staff required to produce MPO products as documented in the *Staff Alignment Plan*. 3. Develop and submit for review by the MPO Task Manager a draft of the *Financial Alignment Report* that ensures the MPO staff required to produce the MPO products in the most cost-effective manner possible, while producing that will be considered industry 'best practice' and a model for other MPOs to consider. 4. Update and submit the final *Financial Alignment Report* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in ad-hoc meetings. 2. Provide accounting data, including audit reports and transactional reports. 3. Review the draft deliverable and provide edits, comments, and suggestions. 4. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for the draft deliverable.
Deliverable(s):	*Financial Alignment Report*
Due Date:	03/31/2025

Deliverable Schedule and Cost Summary

Subtask Number	Description	Deliverable	Due Date	Costs		
				Labor	Directs	Totals
01	Conduct Services and Skills Assessments	*Services and Skills Assessment Report*	09/30/2025	$44,838.88	$0.00	**$44,838.88**
02	Develop Job Descriptions and Titles	*Comprehensive Job Descriptions and Descriptive Titles*	10/31/2025	$34,502.24	$0.00	**$34,502.24**
03	Develop a Staff Alignment Plan	*Staff Alignment Plan*	12/31/2025	$74,376.80	$0.00	**$74,376.80**
04	Develop a Financial Alignment Plan	*Financial Alignment Plan*	03/31/2026	$44,660.48	$0.00	**$44,660.48**
Totals				**$198,378.40**	**$0.00**	**$198,378.40**

Cost Breakdown by Firm

Consultant Firm	Costs		
	Labor	Directs	Totals
Whitehouse Group	$181,152.56	$0.00	**$181,152.56**
Insight Transportation Consulting*	$0.00	$0.00	**$0.00**
Local Public Agency Solutions*	$0.00	$0.00	**$0.00**
Media Relations Group*	$7,490.40	$0.00	**$7,490.40**
Patel, Greene and Associates*	$0.00	$0.00	**$0.00**
Rockland Planning*	$0.00	$0.00	**$0.00**
Wordsworth Communications*	$9,735.44	$0.00	**$9,735.44**
Totals	**$198,378.40**	**$0.00**	**$198,378.40**

*DBE-certified Firm

Planned DBE Participation 8.7%

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
Technical assistance	Wade White
Document development	Amy Vargas, Josh Simmons, Aaron Stegall, Jr., Vanessa Salinas
Training and coordination	Amy Vargas, Josh Simmons, and Aaron Stegall, Jr.
Quality control (QC)	Todd Brauer
Quality assurance (QA)	Julie Johnson
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	Vilma Hurtado
Reviewers of deliverables	Carl Ema, Bryan Caletka, and Greg Stuart
Reception/approval of deliverables	Greg Stuart

Deliverable Review Period

For all deliverables, the following process shall be adhered to two (2) weeks prior to a deliverable's due date. One (1) week prior to the deliverable due date, a draft of the deliverable will be provided to the MPO for one (1) set of comments before it is finalized. Deliverable due dates are predicated on a two (2) week review period for both the draft outline and the draft deliverable. If more than one (1) set of comments is submitted to the Consultant Manager, or if a one (1) week review period is extended, a deliverable extension request and/or a task work order amendment may be required. If the draft outline or the draft deliverable is not turned in two (2) weeks or one (1) week, respectively, before the deliverable due date, it is the responsibility of the Consultant Manager to communicate with the MPO Task Manager to develop an appropriate plan of action.

EXECUTION SHEET

TASK WORK ORDER No. 18 - 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:	BY:
PRINT:	PRINT:
DATE:	DATE:

Approved by MPO Board action on (if necessary):

DATE: _____

Consent Item 3.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:

MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 19 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Organizational Programs in an Amount Not to Exceed $344,522

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 complement the previous Task Work Order No. 18 and establish a standard of performance, maximize professional development, standardize hiring and onboarding, and provide a logical career track for advancement at the MPO.

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**).

Developed alongside Task Work Order No. 18, the MPO is proposing Task Work Order No. 19 under the existing Advancing Strategic Initiatives Agreement to establish a standard of performance, maximize professional development, standardize hiring and onboarding, and provide a logical career track for advancement at the MPO. Under the Task Work Order, the consultant will develop a human resources realignment plan, a performance monitoring program, essential training modules, a hiring/orientation program, an onboarding/retention program, and a talent development program.

For more information on the proposed Task Work Order No. 19 with Whitehouse Group Inc., please see Attachment 2. The Task Work Order provides for the services mentioned above until December 31, 2026, at a cost not to exceed $344,522. MPO and consultant staff will be available at the upcoming meeting to address any questions and comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the proposed Task Work Order No. 19 with Whitehouse Group, Inc. for Organizational Programs in an amount not to exceed $344,522.

ADDITIONAL INFORMATION/PREPARER:

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

Attachments

1. Agreement Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Advancing Strategic Initiatives
2. Task Work Order No. 19 - Organizational Programs

Broward MPO
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
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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 10TH 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 compete 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 AGREEEMENT, 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.

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

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

This 10th day of MARCH 2022.

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

This 10TH 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
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.

CONTRACTOR

WITNESSES:

By: _____

Print Name: KATHRINA REGNIER

By: _____

Print Name: Thomas Brandenstein

WHITEHOUSE GROUP, INC.,
a Florida corporation

By: _____

Print Name: Todd A. Brauer
Title: President / COO

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.

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

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

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

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

Local Public Agency Solutions			
Classification	Principal	Project Manager	**Task Hours Total**
Hourly Rate	**$140.00**	**$125.00**	
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
Total Hours	**0 hrs**	**0 hrs**	**0 hrs**
Subtotal Fee	**$0.00**	**$0.00**	
Total Fee			$0.00

Patel, Greene and Associates (PGA)				
Classification	Senior Planner	Outreach Specialist	Graphic Designer	**Task Hours Total**
Hourly Rate	**$186.73**	**$137.75**	**$84.18**	
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
Total Hours	**0 hrs**	**0 hrs**	**0 hrs**	**0 hrs**
Subtotal Fee	**$0.00**	**$0.00**	**$0.00**	
Total Fee				$0.00

Insight Transportation Consultanting			
Classification	Transit Expert	Data Expert	**Task Hours Total**
Hourly Rate	**$293.37**	**$241.54**	
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
Total Hours	**0 hrs**	**0 hrs**	**0 hrs**
Subtotal Fee	**$0.00**	**$0.00**	
Total Fee			$0.00

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 MPO
Metropolitan Planning Organization
Move People & Goods | Create Jobs | Strengthen Communities

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

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Reserved

(Intentionally Left Blank)

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 ay 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 SIMPLIFTED ACQUISTION 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

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

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

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 (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 eoohelp@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.

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AGREEMENT FOR
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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 sub-contractor 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)."

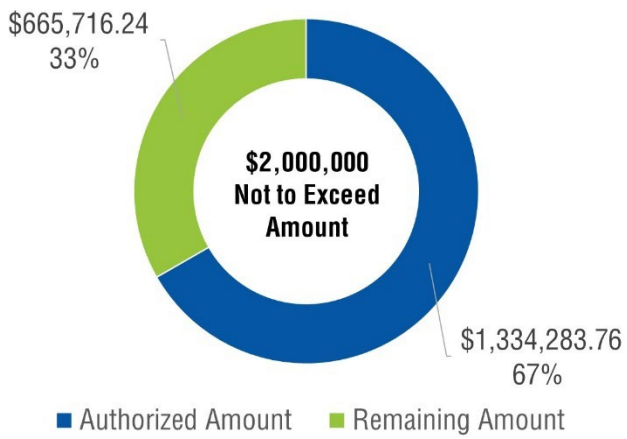
Task Work Order No. 19

Organizational Programs

SUMMARIES

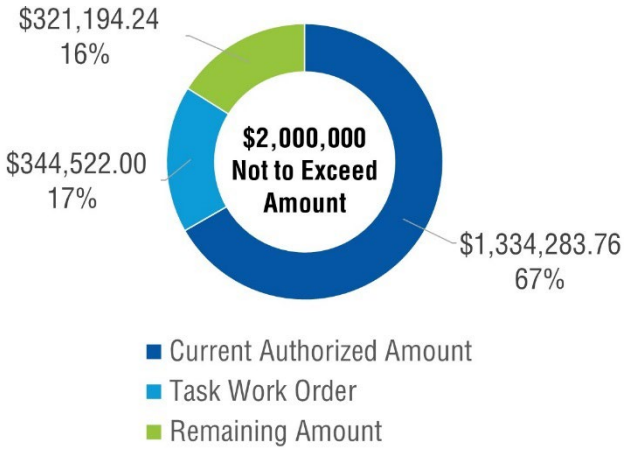
Agreement Information and Budget Status Approved Task Work Orders

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:	$1,334,283.76
Remaining Amount:	$665,716.24



Task Work Order Information and Agreement Status after Authorization

Date:	07/10/2025
Number:	19
Name:	Organizational Programs
Amount:	$344,522.00
Total Amount of Approved Task Work Orders:	$1,678,805.76
Remaining Agreement Amount Upon Approval:	$321,184.24



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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:	Organizational Programs
Task Work Order Number:	19
MPO Task Manager:	Greg Stuart
Consultant Task Manager:	Todd Brauer
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 has tasked the Consultant Team in Task Work Order (TWO) No. 18 with developing plans to restructure the MPO. To support the restructuring of the MPO and to be completed in parallel with this effort, the MPO Executive Director has tasked the Consultant Team to develop a series of MPO staff programs to establish a standard of performance, maximize professional development, standardize hiring and onboarding, and provide a logical career track for advancement.

TASK WORK ORDER DETAIL

Subtask Number:	01
Subtask Name:	DEVELOP A HUMAN RESOURCES REALIGNMENT PLAN
Overview:	The Consultant Team will develop a plan to transition the Human Resources function from a decentralized support role to a centralized, strategic partner. This plan will position Human Resources to lead key areas such as workforce planning and development, talent management, and organizational culture in alignment with organizational goals. It will outline a clear roadmap for the Human Resources Department to take ownership or oversight of hiring and recruitment, onboarding, performance management, training, employee engagement, and offboarding. The plan will also include strategies to standardize HR processes and implement data-driven tools to support informed decision-making.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team to discuss and address a list of goals and objectives. 2. Develop and submit for review by the MPO Task Manager a draft of a *Human Resources Realignment Plan* that includes a change management strategy and a timeline for piloting the plan during the subsequent subtasks in this work order, as well as success measures. 3. Update and submit the final draft of the *Human Resources Realignment Plan* to the Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in the ad-hoc meetings. 2. Review the draft deliverable and provide edits, comments, and suggestions. 3. The MPO Task Manager will consolidate and reconcile comments from other MPO staff and act as a Point of Contact for draft deliverables.
Deliverable(s):	*Human Resources Realignment Plan*
Due Date:	09/30/2025

Subtask Number:	**02**
Subtask Name:	**DEVELOP A PERFORMANCE MONITORING PROGRAM**
Overview:	The Consultant Team will develop a program to monitor the performance of MPO Staff regularly to ensure productivity and professionalism standards are being met and will establish clear communication and engagement expectations, provide feedback in real time, and allow for an open dialogue to give and receive constructive criticisms. The program will also include evaluations, standards for improvement programs, and guidance on when and how to recognize a misalignment in the productivity of MPO staff and the requirements of their career track, and the specifications of their job responsibilities and duties as included in the announcement and job description.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Develop and submit for review by the MPO Task Manager drafts of tools/templates developed for monitoring (e.g., evaluations, performance reports, career progression matrices, Performance 360) to be piloted by Human Resources as part of the overall program. 3. Update and submit any final tools or templates to the Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team. 4. Develop and submit for review by the MPO Task Manager a draft of a *Performance Monitoring Program Guidebook* for MPO Staff to conduct each of the training sessions and measure the success of the program, and a process to update and adjust the program based on the changing needs of the MPO and the products and services provided. 5. Update and submit the final *Performance Monitoring Program Guidebook* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in the ad-hoc meetings. 2. Review the draft deliverable and provide edits, comments, and suggestions. 3. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for draft deliverables.
Deliverable(s):	*Performance Monitoring Program*
Due Date:	12/31/2025

Subtask Number:	**03**
Subtask Name:	**DEVELOP ESSENTIAL TRAINING MODULES**
Overview:	The Consultant Team will develop five (5) training modules focusing on topics that commonly put agencies at risk (cybersecurity, harassment, etc.). These training modules will be required for MPO employees as part of the onboarding process and provided to all staff regularly to discourage risky behaviors. The modules will be developed so that MPO staff can easily update them and remain relevant as risk areas change.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Develop and submit for review by the MPO Task Manager a draft of each of the *Five (5) Training Modules*, as selected by the MPO Task Manager and communicated to the Consultant Team, that will include guidebooks for MPO Staff to conduct each of the training sessions, the materials that will be used during each of the training sessions, and acknowledgement templates that used to establish and document that MPO staff has both attended each session, has completed the training, and has successfully passed a series of tests to confirm the materials have been understood and retained. 3. Update and submit the final *Five (5) Training Modules* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in ad-hoc meetings. 2. Identify five (5) training modules to be developed by the Consultant Team. 3. Review the draft deliverable and provide edits, comments, and suggestions. 4. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for draft deliverables.
Deliverable(s):	*Five (5) Training Modules*
Due Date:	03/30/2026

Subtask Number:	**04**
Subtask Name:	**DEVELOP A HIRING/ORIENTATION PROGRAM**
Overview:	The Consultant Team will develop a program that includes activities to be completed during the first month of employment for MPO staff and a post-orientation feedback survey to identify and address concerns quickly. Materials developed for the orientation will include a comprehensive packet of materials with an agenda, which will be transmitted to new MPO staff before their first day, the paperwork and forms required for administrative purposes, an overview of the MPO and their specific contribution based on their career track and the specifications of their job responsibilities and duties as included in the announcement.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Develop and submit for review by the MPO Task Manager drafts of tools/template materials developed for hiring and orientation (e.g., interview questionnaire, new hire checklist, candidate evaluation rubrics, agenda) to be piloted by Human Resources as part of the overall program. 3. Update and submit any final tools or templates to the Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team. 4. Develop and submit for review by the MPO Task Manager a draft of a *Hiring/Orientation Program Guidebook* for MPO Staff to conduct each of the training sessions and measure the success of the program, and a process to update and adjust the program based on the changing needs of the MPO and the products and services provided. 5. Update and submit the final *Hiring/Orientation Program Guidebook* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in ad-hoc meetings. 2. Review the draft deliverable and provide edits, comments, and suggestions. 3. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for the draft deliverable.
Deliverable(s):	*Hiring/Orientation Program*
Due Date:	09/30/2026

Subtask Number:	**05**
Subtask Name:	**DEVELOP AN ONBOARDING/RETENTION PROGRAM**
Overview:	The Consultant Team will develop a program that includes a learning management system (LMS) to develop MPO staff after the first month and within the first year of employment through their tenure at the MPO and will be structured to match the requirements of each career track for which the MPO staff were hired and the specifications of their job responsibilities and duties as included in the and job description.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Develop and submit for review by the MPO Task Manager drafts of tools/templates developed for onboarding and retention (e.g., schedules, ambassador program, skills assessment checklist, stay interview, 30-60-90 Day Plan) to be piloted by Human Resources as part of the overall program. 3. Update and submit any final tools or templates to the Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team. 4. Develop and submit for review by the MPO Task Manager a draft of a *Onboarding/Retention Program Guidebook* for MPO Staff to conduct each of the training sessions and measure the success of the program, and a process to update and adjust the program based on the changing needs of the MPO and the products and services provided. 5. Update and submit the final *Onboarding/Retention Program Guidebook* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in ad-hoc meetings. 2. Review the draft deliverable and provide edits, comments, and suggestions. 3. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for the draft deliverable.
Deliverable(s):	*Onboarding/Retention Program*
Due Date:	12/31/2026

Subtask Number:	**06**
Subtask Name:	**DEVELOP A TALENT DEVELOPMENT PROGRAM**
Overview:	The Consultant Team will develop a program to develop MPO staff starting after the first year of employment that will includes up to five (5) training modules focusing on the possible career tracks (e.g., long-range planning, project programming, administration, finance, and human resources) for MPO staff to achieve greater clarity regarding roles and a sense of career progression. The program will include milestones that can lead to promotion and will be usable regardless of which stage they are in with their career.
Consultant Team Responsibilities:	The Consultant will perform the following activities to develop the deliverables. 1. Schedule and host multiple ad-hoc coordination meetings with the MPO staff at the request of either the MPO Task Manager or the Consultant Team. 2. Develop and submit for review by the MPO Task Manager a draft of each of the *Five (5) Training Modules*, as selected by the MPO Task Manager and communicated to the Consultant Team, that will include the materials that will be used during each of the training sessions and acknowledgement templates that used to document that MPO staff has completed the training, and has successfully passed a series of tests to confirm the materials have been understood and retained. 3. Update and submit the final *Five (5) Training Modules* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant team. 4. Develop and submit for review by the MPO Task Manager a draft of a *Talent Development Program Guidebook* for MPO Staff to conduct each of the training sessions and measure the success of the program, and a process to update and adjust the program based on the changing needs of the MPO and the products and services provided. 5. Update and submit the final *Talent Development Program Guidebook* to the MPO Task Manager, incorporating edits and addressing feedback the MPO Task Manager provided to the Consultant Team.
MPO Staff Responsibilities:	MPO staff shall perform the following to support the Consultant Team in preparing and finalizing the deliverables. 1. Organize, attend, and participate in ad-hoc meetings. 2. Identify five (5) training modules to be developed by the Consultant Team. 3. Review the draft deliverable and provide edits, comments, and suggestions. 4. The MPO Task Manager will consolidate and reconcile comments from other MPO staff for the draft deliverable.
Deliverable(s):	*Talent Development Program*
Due Date:	12/31/2026

Deliverable Schedule and Cost Summary

Subtask Number	Description	Deliverable	Due Date	Costs		
				Labor	Directs	Totals
01	Develop an HR Realignment Plan	*HR Realignment Plan*	09/30/2025	$33,062.96	$0.00	**$33,062.96**
02	Develop a Performance Monitoring Program	*Performance Monitoring Program*	12/31/2025	$39,281.28	$0.00	**$39,281.28**
03	Develop Essential Training Modules	*Five (5) Training Modules*	03/30/2026	$124,486.80	$0.00	**$124,486.80**
04	Develop a Hiring/Orientation Program	*Hiring Orientation Program*	09/30/2026	$42,079.52	$0.00	**$42,079.52**
05	Develop an Onboarding/Retention Program	*Onboarding/Retention Program*	12/31/2026	$52,059.12	$0.00	**$52,059.12**
06	Develop a Talent Development Program	*Talent Development Program*	12/31/2026	$53,552.32	$0.00	**$53,552.32**
Totals				**$344,522.00**	**$0.00**	**$344,522.00**

Cost Breakdown by Firm

Consultant Firm	Costs		
	Labor	Directs	Totals
Whitehouse Group	$303,123.92	$0.00	**$303,123.92**
Insight Transportation Consulting*	$0.00	$0.00	**$0.00**
Local Public Agency Solutions*	$0.00	$0.00	**$0.00**
Media Relations Group*	$25,467.36	$0.00	**$25,467.36**
Patel, Greene and Associates*	$0.00	$0.00	**$0.00**
Rockland Planning*	$0.00	$0.00	**$0.00**
Wordsworth Communications*	$15,930.72	$0.00	**$15,930.72**
Totals	**$344,522.00**	**$0.00**	**$344,522.00**

*DBE-certified Firm

Planned DBE Participation 12.0%

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
Technical assistance	Wade White
Document development	Amy Vargas, Josh Simmons, Aaron Stegall, Jr., Vanessa Salinas
Training and coordination	Amy Vargas, Josh Simmons, and Aaron Stegall, Jr.
Quality control (QC)	Todd Brauer
Quality assurance (QA)	Julie Johnson
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	Vilma Hurtado
Reviewers of deliverables	Carl Ema, Bryan Caletka, and Greg Stuart
Reception/approval of deliverables	Greg Stuart

Deliverable Review Period

For all deliverables, the following process shall be adhered to two (2) weeks prior to a deliverable's due date. One (1) week prior to the deliverable due date, a draft of the deliverable will be provided to the MPO for one (1) set of comments before it is finalized. Deliverable due dates are predicated on a two (2) week review period for both the draft outline and the draft deliverable. If more than one (1) set of comments is submitted to the Consultant Manager, or if a one (1) week review period is extended, a deliverable extension request and/or a task work order amendment may be required. If the draft outline or the draft deliverable is not turned in two (2) weeks or one (1) week, respectively, before the deliverable due date, it is the responsibility of the Consultant Manager to communicate with the MPO Task Manager to develop an appropriate plan of action.

EXECUTION SHEET

TASK WORK ORDER No. 19 - 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:	BY:
PRINT:	PRINT:
DATE:	DATE:

Approved by MPO Board action on (if necessary):

DATE: _____

Consent Item 4.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:

MOTION TO APPROVE Task Work Order No. 5 Between the Broward Metropolitan Planning Organization (BMPO) and Greater Fort Lauderdale Transportation Management Association (TMA) for Commute Broward Education and Advancement in an Amount Not to Exceed $49,986.45

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will provide staffing and resources for the Greater Fort Lauderdale TMA to promote and facilitate commuter options and implement transportation demand management strategies in Broward County through the *Commute Broward* program in partnership with the Broward MPO and Florida Department of Transportation (FDOT).

SUMMARY EXPLANATION/BACKGROUND:

On January 28, 2021, the MPO Board approved an Agreement for Administrative Services (found in Attachment 1) between the MPO and the Downtown Fort Lauderdale TMA, now the Greater Fort Lauderdale TMA. The TMA was repositioning itself to focus on providing transportation demand management (TDM) and mobility management services to municipalities and other agencies in Broward.

On July 1, 2021, the Executive Committee approved Task Work Order No. 1 between the MPO and the TMA for a TDM Study in an amount not to exceed $94,325 (found in Attachment 2). On October 13, 2022, the Board approved Task Work Order No. 2 for Public Outreach and Implementation of the TDM Study in an amount not to exceed $100,000 (found in Attachment 3). This Task Work Order established *Commute Broward*, a TMA/Broward MPO/FDOT joint program designed to advance an efficient commute for all in Broward. *Commute Broward* strives to advance commuting solutions for an improved quality of life in Broward and optimize Broward's transportation network through collaborative strategies that support economic development and community prosperity. On November 2, 2023, the Board approved Task Work Order No. 3, also for $100,000, to continue the TMA's effort as *Commute Broward* (Attachment 4). Finally, on July 11, 2024, the MPO Board approved Task Work Order No. 4 for $100,000 to continue implementing the recommendations made in the TDM Study to change Broward residents' inclination to drive a private vehicle alone to work. Through this Task Work Order, the TMA worked with service providers, South Florida Commuter Services, and various transportation network companies (Uber, Lyft, etc.) and micromobility providers to market each of their services and trip benefits to the commuting public as a one-stop shop for transportation.

MPO staff is now proposing Task Work Order No. 5 (found in Attachment 6), which will expand the TMA's outreach beyond the general commuting public to specifically engage human resource management professionals. This effort focuses on increasing awareness of transportation options and delivering resources to enhance commuting convenience, strengthen employer-employee relationships, and support talent attraction and retention. By serving as a liaison between businesses, commuters, and transportation providers, Commute Broward helps working families, promotes economic growth, and enables employers to better attract and retain valuable talent.

Commute Broward is jointly funded by FDOT ($50,000) and the MPO ($50,000), with the budget based on a staff hour estimate and the schedule of events. Task Work Order No. 5 provides for the services mentioned above until June 30, 2026, at a cost not to exceed $49,986.45.

At the upcoming meeting, MPO and consultant staff will be available to address any questions or comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the proposed Task Work Order No. 5 with the Greater Fort Lauderdale TMA for Commute Broward Education and Advancement in an amount not to exceed $49,986.45.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Amanda Christon at (954) 876-0078 or **christona@browardmpo.org**.

Attachments

1. Agreement for Administrative Services Between the Broward Metropolitan Planning Organization and the Downtown Fort Lauderdale Transportation Management Association, Inc.
2. Task Work Order No. 1 Between the Broward Metropolitan Planning Organization (MPO) and Downtown Fort Lauderdale Transportation Management Association (TMA) For Transportation Demand Management Study
3. Task Work Order No. 2 Between the Broward MPO and Downtown Fort Lauderdale Transportation Management Association (TMA) For Public Outreach and Implementation of Transportation Demand Management Study and Related Amendment

4 Task Work Order No 3

5. Task Work Order No. 4 Between the Broward Metropolitan Planning Organization (BMPO) and Greater Fort Lauderdale Transportation Management Association (TMA) For Commute Broward Education and Advancement
6. Task Work Order No. 5 Between the Broward Metropolitan Planning Organization (BMPO) and Greater Fort Lauderdale Transportation Management Association (TMA) For Commute Broward Education and Advancement

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Agreement for Administrative Services

Between The

Broward Metropolitan Planning Organization

And The

Downtown Fort Lauderdale Transportation Management Association, Inc.

This agreement ("Agreement") is made and entered into this 1 day of APRIL, 2021 by and between the **Broward Metropolitan Planning Organization** ("BMPO") created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes and the **Downtown Fort Lauderdale Transportation Management Association, Inc.** ("TMA"), a 501 (c) 3 non-profit corporation, collectively referred to as the "Parties".

WITNESSETH

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

WHEREAS, the Governor of Florida has designated the BMPO as the metropolitan planning organization for the Broward urbanized area and the BMPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation ("FDOT") and the affected units of general purpose local government within the Broward urbanized area; and

WHEREAS, the TMA is created pursuant to the provisions of Chapter 341, Florida Statutes which is known as the "Florida Public Transit Act" and is organized exclusively for social welfare and educational purposes as those terms are defined and limited by Section 501 (c) (3) of the Internal Revenue Code (1954), as amended.

WHEREAS, the TMA provides the following services:

(i) Provides a forum for developers, employers and property owners to address common transportation concerns and to work cooperatively with government to mitigate the impacts of traffic congestion through a transportation management program;

(ii) Reduce traffic congestion, air pollution, and parking needs by providing trolley service in the urban core and other high density areas;

(iii) Promotes efficient transportation demand management systems and programs that will enhance the area's competitiveness and economic vitality and continue its image as an attractive place in which to live, work, visit, and conduct business;

(iv) Administers contributions and grants to the TMA from public and private sources and funds under contracts with public agencies and private organizations, in accordance with the

terms and conditions of such contributions, grants, and contracts and in keeping with the purposes of the TMA as stated in its Articles of Incorporation and Bylaws; and

(v) Exercises all rights and powers granted to nonprofit corporations to fulfill its purposes, subject to such limitations as may be contained in the Articles of Incorporation or its Bylaws; and

WHEREAS, both the BMPO and the TMA are legally independent entities and have the authority to contract with other entities for the provision and exchange of certain products or services within the parameters as defined in this Agreement; and

WHEREAS, the TMA wishes to obtain certain products or support services from the BMPO to assist the TMA in improving transportation options through advocacy, programs, education, and services, and to contract with the BMPO for same; and

WHEREAS, the BMPO wishes to obtain certain products or support services from the TMA to assist the BMPO in managing the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law, and to contract with the TMA for same; and

WHEREAS, both the BMPO and the TMA have the authority to enter into this Agreement and to provide the products or services hereinafter described; and

WHEREAS, the purpose of this Agreement is to define the products or services to be provided and to fix the compensation for such.

NOW, THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS

Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated into this Agreement by reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

2. PURPOSE AND SCOPE

The purpose of this Agreement is limited to setting forth the terms and conditions applicable to the mutual provision of Products and Support Services (collectively referred to herein as the "Services"). The BMPO has no other authority, express or implied, over the TMA Governing Board, the TMA Executive Director, or the TMA Staff.

3. EFFECTIVE DATE, TERM AND TERMINATION.

a) **Effective Date.** This Agreement shall be effective as of April 1, 2021 ("Effective Date").

b) **Term.** This Agreement shall commence on the Effective Date (as defined herein) and

shall continue up to and include September 30, 2022. This Agreement shall automatically renew for successive two (2) year periods, unless either party shall give the other not less than ninety (90) days prior written notice of its intent not to allow the Agreement to renew.

c) **Termination for Convenience.** Either party may terminate this Agreement for convenience upon not less than one-hundred eighty (180) days prior written notice to the other party.

d) **Termination for Cause.** In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (Notice to Cure). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days after the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon fifteen (15) days written notice to the other party.

e) **Termination – Records and Payment.** Upon termination of this Agreement for any reason, each party shall turn over to the other party within a reasonable period of time (not to exceed 30 days) all records held by it with respect to this Agreement. Either party shall release all funds of the other party then held after application thereof to any outstanding amounts owed hereunder. The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of the other party's default under this Agreement.

After termination, this Agreement shall be of no further continuing effect and the parties shall have no obligations to each other hereunder except those specifically noted as surviving termination and those arising on or before the date of termination.

4. **TMA RESPONSIBILITY.**

(a) TMA shall endeavor to provide the following Services:

i. Leverage collective goals, such as to test new transportation innovations and trends;
ii. Conduct technical exchange related to resiliency and sustainability;
iii. Assist with project development related to transit;
iv. Strengthen collaborative opportunities with key Broward employers and property owners;
v. Maximize funding sources with private-sector contributions;
vi. Expand community reach of both the BMPO and the TMA;
vii. Reinforce staff skill sets; and
viii. Bolster one another's missions to achieve a measurable impact in Broward County.

(b) The TMA shall allow the BMPO to have the right to designate one board seat with full voting rights to the TMA Executive Board of Directors.

(c) The TMA shall engage and work cooperatively with BMPO staff to develop an annual Strategic Plan that benefits the missions of both Parties.

(d) The TMA shall execute the Strategic Plan in good faith.

(e) The TMA shall submit invoices to the BMPO on a monthly basis in a format acceptable to the BMPO and for fees defined in Section 6.

5. BMPO RESPONSIBILITY

(a) The BMPO shall provide the TMA access to BMPO support staff on a limited as-needed basis and with the prior verbal approval of the BMPO Executive Director.

(b) The BMPO shall review the TMA invoices and shall approve or reject such invoices within ten (10) business days after receipt. The BMPO shall process payment of any approved invoices within (30) calendar days after each invoice is approved.

(c) The BMPO shall have no management, control, or responsibility for TMA employees, and the TMA shall adopt and implement its own employment policies, including recruitment, retention, promotion, supervision, discipline and evaluation of TMA employees.

6. FEES

(a) The Parties shall cooperatively develop and mutually approve a budget that aligns with the scope of the Strategic Plan and those Services provided pursuant to this Agreement.

(b) The BMPO shall pay to the TMA a monthly fee for those Services provided to the BMPO by the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).

(c) The TMA shall pay to the BMPO a monthly fee for those Services provided to the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).

7. INDEMNIFICATION

In the event of any legal protests or litigation relating to any TMA procurements, employment matters or any other actions taken by the TMA while this Agreement is in effect, the TMA shall, to the extent permitted by law, save harmless, indemnify, and defend BMPO, BMPO's consultants and contractors, and their agents, officers and employees from any and all claims, losses, penalties, demands, judgments, and costs of suit, including, but not limited to, worker's compensation claims, and including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any party indemnified hereunder, whether for personal injury, property damage, direct or consequential damages, or economic loss, which arose from TMA's negligence with respect to

any actions taken by the TMA while this Agreement is in effect or resulting from the use by the TMA, or by any one for whom the TMA is legally liable, of any materials, tools or other property of BMPO. The TMA's obligations under the above section shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

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.

8. MISCELLANEOUS.

(a) **Notices.**

Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (i) by hand delivery to the person(s) hereinafter designated, or (ii) by overnight hand delivery (such as FedEx) addressed as follows, or (iii) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (iv) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

To BMPO: BMPO Executive Director
100 West Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, Florida 33309

With a copy to: Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

To TMA: TMA Executive Director
1700 SW 12th Street
Boca Raton, Florida 33486

With a copy to: Stephanie Toothaker, Esq.
401 East Las Olas Boulevard, Suite 130-154
Fort Lauderdale, Florida 33301

(b) **Force Majeure.**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances, which are reasonably beyond the control of the party

obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

(c) **Relationship of Parties.**
This Agreement is not intended to create and does not create an agency or independent contractor relationship between the BMPO and TMA.

(d) **Incorporation by Reference.**
The "Whereas" recitals, at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this agreement that are referenced to this Agreement are, by this reference made a part hereof and are incorporate herein.

(e) **Governing State Law; Venue.**
The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Broward County, Florida.

(f) **Severability.**
If any term, provision or remedy of this Agreement shall, to any extent. be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term, provision or remedy of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(g) **Headings.**
Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(h) **Construction.**
Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *"Fortius Contra Proferentem"* shall not be applied to the interpretation of this Agreement.

(i) **Assignability.**
This Agreement shall not be assigned by either party without the express written permission of the other party.

(j) **Entire Agreement/Amendments.**

This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

BMPO

ATTEST:

By: _____
Gregory Stuart, Executive Director

28 day of JANUARY, 2021.

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Frank Ortis, Chair

28 day of JANUARY, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the BMPO only:

By: _____
Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.

TMA Admin Services Agr. BMPO (FNL. 1.20.21)

TMA

ATTEST:

By: _____
Robyn Chiarelli, Executive Director

3rd day of February, 2021.

By: _____
Elizabeth Van Zandt, TMA Board Vice-Chair

2 day of February, 2021.

Approved as to form and legal sufficiency:

_____
Stephanie Toothaker, Esq.
TMA Board Secretary

DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION, INC.

By: _____
Gregory Stuart, TMA Board Chair

4 day of FEBRUARY, 2021.

Broward MPO
Metropolitan Planning Organization

TASK WORK ORDER NO. 1

BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO)

And

DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION (TMA)

For

Transportation Demand Management Study

Start Date: Date of Full Execution
End Date: June 30, 2022

Tasks & Deliverables

The TMA shall perform the following scope of work to complete the requested services and deliverables in adherence with the "Agreement for Administrative Services" contract between the MPO and the TMA executed on April 1, 2021 (Exhibit 1).

The Parties acknowledge and agree that the Agreement for Administrative Services "expires no later than September 30, 2022". Notwithstanding, that Agreement shall automatically renew for successive two (2) year periods, unless either party shall give the other not less than ninety (90) days prior written notice of its intent not to allow the Agreement to renew. The MPO Executive Director will have the option to extend this Work Order for a period of six (6) months with mutual consent by the TMA.

This Task Work Order is subject to Availability of Funds and subject to actual services rendered by the TMA. The TMA shall invoice on a monthly basis for work completed on an hourly basis toward each task provided in the Budget section of this work order. The TMA shall use the approved invoice format provided by the MPO. Invoices will be due 30 days following the invoice period.

SCOPE OF WORK

OVERVIEW

The Downtown Fort Lauderdale Transportation Management Association (TMA) is a 501c3 non-profit organization that was created pursuant to the provisions of Chapter 341, Florida Statutes. Known as the "Florida Public Transit Act," 341, F.S. provides the statutory authority for TMAs to help solve transportation problems by encouraging businesses and governments to implement ridesharing and demand management strategies. Transportation Demand Management (TDM) strategies are used to increase the efficiency of existing transportation systems by influencing demand on those systems and by reducing the number of automobile trips. TMAs are traditionally supported through the cooperative effort of the private sector, local government, regional government, and state government and serve a specified geographic area.

The Broward Metropolitan Planning Organization (BMPO) is the metropolitan planning organization designated by the Governor of Florida for the Broward urbanized area. The BMPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation (FDOT) and the affected units of local government within the Broward urbanized area. The BMPO's operational budget is expressed every two years through its Unified Planning Work Program (UPWP). The BMPO FY 2021/22 UPWP calls for complete streets, transit planning, and congestion management.

The TMA will use its expertise to complete the following tasks related to Transportation Demand Management (TDM) and transit to assist the BMPO in completing the Required Activities of the BMPO's UPWP.

OBJECTIVES

The TMA and the BMPO endeavor to understand and document the community's TDM needs with specific focus on traffic mitigation, teleworking, flexible work schedules, mobility for seniors, transportation advocacy, and environmental impacts. Once these needs are identified, the partners aspire to promote efficient transportation demand management systems and programs that will enhance the area's competitiveness and economic vitality and continue its image as an attractive place in which to live, work, visit, and conduct business.

With the expanded use of transportation demand management initiatives and multimodal transportation planning, the ultimate goal is to make a positive impact to reduce traffic congestion and enhance the connectivity between modes of travel. These efforts will effectively enable increased productivity in local workforces, as well as to provide for greater accessibility and mobility options for the commuting public.

Transportation Demand Management (TDM) is a term used to describe a wide range of strategies that makes the most efficient use of the transportation system by increasing person-carrying capacity. TDM strategies can include promoting alternative modes like transit and increasing vehicle occupancy through ridesharing programs. In addition, TDM strategies can facilitate shifting trips from peak-hour congested corridors to off-peak periods or eliminating trips altogether through strategies like telework.

PRODUCTS AND SUPPORT SERVICES

—Task 1—

Document existing TDM efforts in Broward County.

State and local governments along with employers have long expressed the need to reduce vehicle miles travelled during peak hour periods to increase modal shift towards sustainable trips. This task will consist of a discovery process to quantify any efforts that are currently underway to achieve the goals of reducing traffic congestion and carbon emissions. Agencies that are currently providing TDM efforts in Broward County will be asked to provide Annual Work Plan Goals and Objectives for the last three years including annual reports, expected/actual Vehicle Miles Travelled (VMT) reduction results, ridership trends and future

goals for each agency. Non-TDM providers will be interviewed to evaluate effectiveness of current TDM initiatives in addition to availability and access of information for alternative modes. Efforts will be made to analyze the impact of the COVID-19 pandemic to TDM with focus on teleworking. Example questions that will be asked include: How did teleworking impact the workforce during the pandemic; will employers continue to use this strategy moving forward (why/why not); and are there any tools or considerations that could enhance telework opportunities to the workforce?

Another component of this study will be to assess the availability of transportation information that is updated and accessible in easy-to-understand platforms. Also, is there a centralized location to access all transportation opportunities in Broward County either through web or mobile site, or smartphone application.

A. Interview TDM stakeholders:
   - ✓ Florida Department of Transportation/South Florida Commuter Services
   - ✓ Broward County Transit
   - ✓ Tri-Rail / South Florida Regional Transportation Authority
   - ✓ South Florida Education Center Universities and Colleges
   - ✓ Brightline
   - ✓ Broward Lodging and Restaurant Association
   - ✓ Broward County Chamber of Commerce
   - ✓ Greater Fort Lauderdale Chamber of Commerce
   - ✓ Area Agency on Aging of Broward County
   - ✓ Rideshare Agency such as Uber or Lyft
   - ✓ Up to ten (10) Employers, Property Management Associations, or Regional Business Centers. Selection will be based on number of employees, location within Broward County, access to transit and overall impact to traffic congestion.
   - ✓ Up to ten (10) people within the community including economically disadvantaged, Single Occupancy Vehicle (SOV) commuter, elderly, university student, transit user, person with physical disability, bicyclist, and tourist.

The results of interviews will be documented to quantify existing TDM efforts and mitigation measures currently being used. With a summary of collective goals, we will be able to recognize agency relationships and describe proposed opportunities to work in partnership. Finally, this task will help to evaluate current gaps in available TDM efforts and identify needs for knowledge, resources, and expertise that may currently be limiting TDM success in Broward County.

Deliverables: Conduct interviews with TDM stakeholders/users and provide a summary report entitled "Existing TDM Efforts in Broward County"
Duration: 8 weeks

—Task 2—
Document scope of peer TMAs within the nation.
Traffic congestion and air pollution pose continued significant challenges for locations across the United States. This task will allow us to understand the transportation issues faced by other regions of similar size and how Transportation Management Associations are assisting with these challenges. This evaluation will assist our TMA to identify the universe of methods available to achieve our local goals.

The Association for Commuter Transportation (ACT) is an international association representing TDM activities in the nation. Striving to push TDM forward via advocacy, education, and networking opportunities, ACT will serve as an important resource for the efforts of this task. As a leading advocate for TDM, this interaction with ACT will provide guidance surrounding best TDM strategies for long-range transportation plans and policy-making efforts.

A. Identify the five (5) peer TMAs to be interviewed. Develop spreadsheet summarizing the following characteristics of peer TMAs:
   - ✓ Location

- ✓ Year established
- ✓ Structure
- ✓ Scope
- ✓ Existence of TDM Ordinance
- ✓ Funding sources
- ✓ Annual budget
- ✓ Annual Ridership
- ✓ Marketing Tools

B. Interview five (5) peer TMAs and the Association for Commuter Transportation. In depth conversations with TDM leaders in peer regions will provide anecdotal information that would not otherwise be available from simply researching their websites. These interactions will assist us to learn from the experience of subject matter experts to learn about their measurable and realistic goals and to determine which mitigation methods have been most effective to achieve multimodal goals.

C. The results of interviews will be documented to allow us to quantify existing TDM efforts and mitigation measures currently being used at our peer TMAs. This task will help to evaluate the effectiveness of TDM efforts and identify best practices that can be utilized in Broward County.

Deliverables: Six (6) interviews and a summary report entitled "Scope of Peer TMAs within the Nation"
Duration: 7 weeks

—Task 3—
Develop Transportation Demand Management Workshop Group. Provide a forum for residents, municipalities, developers, employers, transportation agencies, and property owners to voice common transportation concerns and recommendations. Emphasis will be placed on receiving feedback from low income, transportation disadvantaged, senior, education, business, and hospitality communities. The group will further analyze the feedback provided by the stakeholders that provided input during interviews and make recommendations to current effectiveness and needs of the community.

Group will meet for duration of evaluation up to eight times per year.

Deliverables: Develop workshop report per session and final summary report of findings and recommendations
Duration: (8) 2-hour sessions

—Task 4—
Draft a Community Vision Report and Implementation Plan that summarizes the activities of all related tasks. The Implementation Plan may include, but is not limited to, the following subtasks:

A. Prepare final report based on input from stakeholders, workshop group, and research that may include the following recommendations for implementation:
    a. Provide assistance to property developers including modeling services to determine traffic impacts and methods to mitigate impacts
    b. Develop a standardized set of parameters for calculating the financial and environmental impacts of adopting TDM program in Broward County
    c. Create effective partnerships with other transportation agencies to effectively market, communicate and outreach to employers within Broward County
    d. Identify areas within the county lacking alternative mode availability
    e. Assist in local transit planning efforts as needed
B. Assess the need for a smartphone application or online platform to provide a centralized location for transportation opportunities within the county based on origin/destination.
C. Based on research findings, determine next steps for robust telework resource program including but not limited to telework workshops and collateral materials.

Deliverables: Summary report entitled "TDM Community Vision and Implementation Plan" and other activities as requested based on the work developed in previous tasks. Potential online app/website to support a Telework Resource Program.
Duration: 9 months

—Task 5—

Assist with Broward MPO-specific TDM development, outreach, and education efforts.
The Broward MPO is developing a new Congestion Management Process (CMP). The CMP monitors the capacity and traffic levels on major roadways in the Broward region. The main intent of the CMP is to develop and implement strategies to improve the safety and mobility through all modes of transportation (i.e., transit, community shuttles, bicycle, pedestrian, and roadway) and to reduce single occupancy vehicle travel. TDM measures are effective strategies to reduce congestion particularly at peak times. This task will assist with some of the activities associated with the development and rollout of the CMP. Additional activities include assistance with educational and other outreach activities/events.

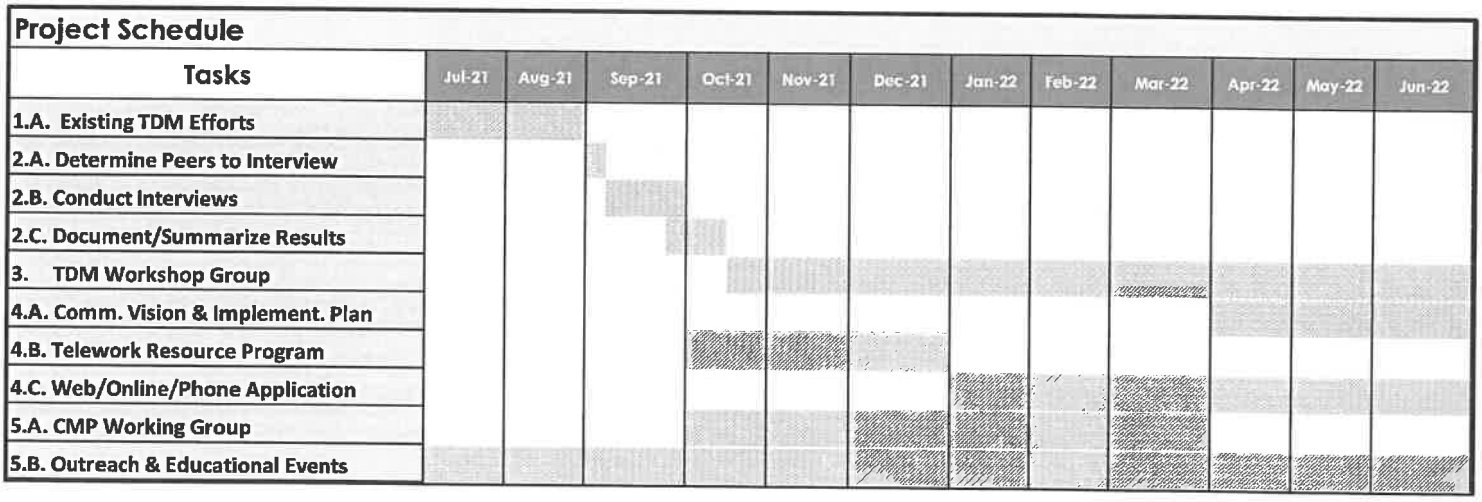
A. Assist in supporting the CMP Working Group
B. Assist with outreach and educational events, such as Safe Streets Summit, CMP rollout presentations, and others.

Deliverables: Ongoing support for CMP through outreach and engagement with key stakeholders
Duration: Ongoing as needed

SCHEDULE

The BMPO will be providing consultant and staff assistance to complete these tasks in Fiscal Year 2022. The date range represents July 1, 2021 through June 30, 2022. The TMA and the BMPO intend to engage in an ongoing relationship with execution of the Implementation Plan to take place in Fiscal Year 2022-23 and beyond.

Project Schedule



BUDGET

Tasks	TMA Hours	TMA Cost
1. Existing TDM Efforts	160	$ 8,674
2.A. Determine Peers to Interview	20	$ 1,084
2.B. Conduct Interviews	160	$ 8,674
2.C. Document/Summarize Results	80	$ 4,337
3. TDM Workshop Group	600	$ 32,526
4.A. Comm. Vision & Implement. Plan	200	$ 10,842
4.B. Web/Online/Phone Application	120	$ 6,505
4.C. Telework Resource Program	100	$ 5,421
5.A. CMP Working Group	50	$ 2,711
5.B. Outreach & Educational Events	250	$ 13,553
Totals	**1740**	**$ 94,325**

Total Amount Not To Exceed: **$ 94,325**

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TASK WORK ORDER No. 1 between BROWARD METROPOLITAN PLANNING ORGANIZATION and DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION for Transportation Demand Management Studies

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

Downtown Fort Lauderdale Transportation Management Association
Vice Chair

BY: _____

PRINT: Gregory Stuart, TMA Board Chair

DATE: 7/1/2021

Broward Metropolitan Planning Organization

Chair

BY: _____

PRINT: Patricia Good Vice ~~Frank C. Ortis~~, MPO Board Chair

DATE: July 1, 2021

Downtown Fort Lauderdale Transportation Management Association
General Counsel

Approved as to form and legal sufficiency:

BY: _____

PRINT: Stephanie Toothaker, Esq.
TMA Board Secretary

DATE: July 1, 2021

Broward Metropolitan Planning Organization
General Counsel

Approved as to form and legal sufficiency for the use of the BMPO only:

BY: _____

PRINT: Alan L. Gabriel, Esq.
Weiss Serota Cole & Bierman, P.L.

DATE: July 1, 2021

Downtown Fort Lauderdale Transportation Management Association

Attest:

BY: _____

PRINT: Robyn Chiarelli, Executive Director

DATE: 7/1/21

Broward Metropolitan Planning Organization

Attest:

BY: _____

PRINT: Gregory Stuart, Executive Director

DATE: July 1, 2021

Exhibit 1

Agreement for Administrative Services Between
Broward Metropolitan Planning Organization and
Downtown Fort Lauderdale Transportation Management Association, Inc.

Agreement for Administrative Services

Between The

Broward Metropolitan Planning Organization

And The

Downtown Fort Lauderdale Transportation Management Association, Inc.

This agreement ("Agreement") is made and entered into this 1 day of APRIL, 2021 by and between the **Broward Metropolitan Planning Organization** ("BMPO") created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes and the **Downtown Fort Lauderdale Transportation Management Association, Inc.** ("TMA"), a 501 (c) 3 non-profit corporation, collectively referred to as the "Parties".

WITNESSETH

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

WHEREAS, the Governor of Florida has designated the BMPO as the metropolitan planning organization for the Broward urbanized area and the BMPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation ("FDOT") and the affected units of general purpose local government within the Broward urbanized area; and

WHEREAS, the TMA is created pursuant to the provisions of Chapter 341, Florida Statutes which is known as the "Florida Public Transit Act" and is organized exclusively for social welfare and educational purposes as those terms are defined and limited by Section 501 (c) (3) of the Internal Revenue Code (1954), as amended.

WHEREAS, the TMA provides the following services:

(i) Provides a forum for developers, employers and property owners to address common transportation concerns and to work cooperatively with government to mitigate the impacts of traffic congestion through a transportation management program;

(ii) Reduce traffic congestion, air pollution, and parking needs by providing trolley service in the urban core and other high density areas;

(iii) Promotes efficient transportation demand management systems and programs that will enhance the area's competitiveness and economic vitality and continue its image as an attractive place in which to live, work, visit, and conduct business;

(iv) Administers contributions and grants to the TMA from public and private sources and funds under contracts with public agencies and private organizations, in accordance with the

terms and conditions of such contributions, grants, and contracts and in keeping with the purposes of the TMA as stated in its Articles of Incorporation and Bylaws; and

(v) Exercises all rights and powers granted to nonprofit corporations to fulfill its purposes, subject to such limitations as may be contained in the Articles of Incorporation or its Bylaws; and

WHEREAS, both the BMPO and the TMA are legally independent entities and have the authority to contract with other entities for the provision and exchange of certain products or services within the parameters as defined in this Agreement; and

WHEREAS, the TMA wishes to obtain certain products or support services from the BMPO to assist the TMA in improving transportation options through advocacy, programs, education, and services, and to contract with the BMPO for same; and

WHEREAS, the BMPO wishes to obtain certain products or support services from the TMA to assist the BMPO in managing the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law, and to contract with the TMA for same; and

WHEREAS, both the BMPO and the TMA have the authority to enter into this Agreement and to provide the products or services hereinafter described; and

WHEREAS, the purpose of this Agreement is to define the products or services to be provided and to fix the compensation for such.

NOW, THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS

Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated into this Agreement by reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

2. PURPOSE AND SCOPE

The purpose of this Agreement is limited to setting forth the terms and conditions applicable to the mutual provision of Products and Support Services (collectively referred to herein as the "Services"). The BMPO has no other authority, express or implied, over the TMA Governing Board, the TMA Executive Director, or the TMA Staff.

3. EFFECTIVE DATE, TERM AND TERMINATION.

a) **Effective Date.** This Agreement shall be effective as of April 1, 2021 ("Effective Date").

b) **Term.** This Agreement shall commence on the Effective Date (as defined herein) and

shall continue up to and include September 30, 2022. This Agreement shall automatically renew for successive two (2) year periods, unless either party shall give the other not less than ninety (90) days prior written notice of its intent not to allow the Agreement to renew.

c) **Termination for Convenience.** Either party may terminate this Agreement for convenience upon not less than one-hundred eighty (180) days prior written notice to the other party.

d) **Termination for Cause.** In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (Notice to Cure). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days after the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon fifteen (15) days written notice to the other party.

e) **Termination – Records and Payment.** Upon termination of this Agreement for any reason, each party shall turn over to the other party within a reasonable period of time (not to exceed 30 days) all records held by it with respect to this Agreement. Either party shall release all funds of the other party then held after application thereof to any outstanding amounts owed hereunder. The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of the other party's default under this Agreement.

After termination, this Agreement shall be of no further continuing effect and the parties shall have no obligations to each other hereunder except those specifically noted as surviving termination and those arising on or before the date of termination.

4. **TMA RESPONSIBILITY.**

(a) TMA shall endeavor to provide the following Services:

i. Leverage collective goals, such as to test new transportation innovations and trends;
ii. Conduct technical exchange related to resiliency and sustainability;
iii. Assist with project development related to transit;
iv. Strengthen collaborative opportunities with key Broward employers and property owners;
v. Maximize funding sources with private-sector contributions;
vi. Expand community reach of both the BMPO and the TMA;
vii. Reinforce staff skill sets; and
viii. Bolster one another's missions to achieve a measurable impact in Broward County.

(b) The TMA shall allow the BMPO to have the right to designate one board seat with full voting rights to the TMA Executive Board of Directors.

(c) The TMA shall engage and work cooperatively with BMPO staff to develop an annual Strategic Plan that benefits the missions of both Parties.

(d) The TMA shall execute the Strategic Plan in good faith.

(e) The TMA shall submit invoices to the BMPO on a monthly basis in a format acceptable to the BMPO and for fees defined in Section 6.

5. **BMPO RESPONSIBILITY**

(a) The BMPO shall provide the TMA access to BMPO support staff on a limited as-needed basis and with the prior verbal approval of the BMPO Executive Director.

(b) The BMPO shall review the TMA invoices and shall approve or reject such invoices within ten (10) business days after receipt. The BMPO shall process payment of any approved invoices within (30) calendar days after each invoice is approved.

(c) The BMPO shall have no management, control, or responsibility for TMA employees, and the TMA shall adopt and implement its own employment policies, including recruitment, retention, promotion, supervision, discipline and evaluation of TMA employees.

6. **FEES**

(a) The Parties shall cooperatively develop and mutually approve a budget that aligns with the scope of the Strategic Plan and those Services provided pursuant to this Agreement.

(b) The BMPO shall pay to the TMA a monthly fee for those Services provided to the BMPO by the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).

(c) The TMA shall pay to the BMPO a monthly fee for those Services provided to the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).

7. **INDEMNIFICATION**

In the event of any legal protests or litigation relating to any TMA procurements, employment matters or any other actions taken by the TMA while this Agreement is in effect, the TMA shall, to the extent permitted by law, save harmless, indemnify, and defend BMPO, BMPO's consultants and contractors, and their agents, officers and employees from any and all claims, losses, penalties, demands, judgments, and costs of suit, including, but not limited to, worker's compensation claims, and including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any party indemnified hereunder, whether for personal injury, property damage, direct or consequential damages, or economic loss, which arose from TMA's negligence with respect to

any actions taken by the TMA while this Agreement is in effect or resulting from the use by the TMA, or by any one for whom the TMA is legally liable, of any materials, tools or other property of BMPO. The TMA's obligations under the above section shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

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.

8. MISCELLANEOUS.

(a) **Notices.**

Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (i) by hand delivery to the person(s) hereinafter designated, or (ii) by overnight hand delivery (such as FedEx) addressed as follows, or (iii) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (iv) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

To BMPO: BMPO Executive Director
100 West Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, Florida 33309

With a copy to: Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

To TMA: TMA Executive Director
1700 SW 12th Street
Boca Raton, Florida 33486

With a copy to: Stephanie Toothaker, Esq.
401 East Las Olas Boulevard, Suite 130-154
Fort Lauderdale, Florida 33301

(b) **Force Majeure.**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances, which are reasonably beyond the control of the party

obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

(c) **Relationship of Parties.**
This Agreement is not intended to create and does not create an agency or independent contractor relationship between the BMPO and TMA.

(d) **Incorporation by Reference.**
The "Whereas" recitals, at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this agreement that are referenced to this Agreement are, by this reference made a part hereof and are incorporate herein.

(e) **Governing State Law; Venue.**
The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Broward County, Florida.

(f) **Severability.**
If any term, provision or remedy of this Agreement shall, to any extent. be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term, provision or remedy of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(g) **Headings.**
Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(h) **Construction.**
Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *"Fortius Contra Proferentem"* shall not be applied to the interpretation of this Agreement.

(i) **Assignability.**
This Agreement shall not be assigned by either party without the express written permission of the other party.

(j) **Entire Agreement/Amendments.**

This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

BMPO

ATTEST:

By: _____
Gregory Stuart, Executive Director

28 day of JANUARY, 2021.

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Frank Ortis, Chair

28 day of JANUARY, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the BMPO only:

By: _____
Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.

TMA

ATTEST:

By: _____
Robyn Chiarelli, Executive Director

3rd day of February, 2021.

By: _____
Elizabeth Van Zandt, TMA Board Vice-Chair

2 day of February, 2021.

Approved as to form and legal sufficiency:

_____
Stephanie Toothaker, Esq.
TMA Board Secretary

DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION, INC.

By: _____
Gregory Stuart, TMA Board Chair

4 day of FEBRUARY, 2021.

Broward MPO
Metropolitan Planning Organization

TASK WORK ORDER NO. 3

BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO)

And

GREATER FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION (TMA)

For

Public Outreach and Implementation of Transportation Demand Management Study

Start Date: January 1, 2024
End Date: June 30, 2024

Tasks & Deliverables

The TMA shall perform the following scope of work to complete the requested services and deliverables in adherence with the "Agreement for Administrative Services" contract between the BMPO and the TMA executed on April 1, 2021, attached hereto and incorporated herein as "Exhibit 1".

This Task Work Order is subject to Availability of Funds and subject to actual services rendered by the TMA. The TMA shall invoice monthly for work completed on an hourly basis toward each task in a manner consistent with the Budget, which is attached to this Task Work Order, and incorporated herein by reference. The TMA shall use the approved invoice format provided by the MPO. Invoices will be due 30 days following the invoice period.

SCOPE OF WORK

OVERVIEW

The Greater Fort Lauderdale Transportation Management Association (TMA) is a 501(c)(3) non-profit organization that was created pursuant to the provisions of Chapter 341, Florida Statutes. Known as the "Florida Public Transit Act," 341, F.S. provides the statutory authority for TMAs to help solve transportation problems by encouraging businesses and governments to implement ridesharing and demand management strategies. Transportation Demand Management (TDM) strategies are used to increase the efficiency of existing transportation systems by influencing demand on those systems and by reducing the number of automobile trips. TMAs are traditionally supported through the cooperative effort of the private sector, local government, regional government, and state government and serve a specified geographic area.

The Broward Metropolitan Planning Organization (BMPO) is the metropolitan planning organization designated by the Governor of Florida for the Broward urbanized area. The BMPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation (FDOT) and the affected units of local government within the Broward urbanized area. The BMPO's operational budget is expressed every two years through its Unified Planning Work Program (UPWP). The BMPO FY 2023/24 UPWP calls for complete streets, transit planning, and congestion management.

The BMPO worked with the TMA in FY 2021/22 to study TDM broadly as well as examine how it functions in Broward. The results of this study have been captured in the Transportation Demand Management Study Implementation Plan, and the TMA, along with the MPO has been tasked with executing this plan under the banner Commute Broward. The TMA will use its expertise to complete the following tasks related to TDM implementation and outreach to assist the BMPO in completing the Required Activities of the BMPO's UPWP.

GOALS AND OBJECTIVES

Commute Broward is committed to alleviating traffic congestion, enhancing transportation efficiency, and promoting sustainable and alternative transportation solutions. To accomplish these overarching goals, Task Work Order 3 prioritizes the following objectives:

1. *Raise Awareness*: Increase awareness and understanding of TDM programming, including information on accessing non-single occupancy vehicle (SOV) transportation options.

2. *Promote Participation*: Encourage active participation in TDM programming designed to facilitate the adoption of non-SOV modes of transportation.

3. *Ensure Satisfaction*: Ensure that our target audiences are satisfied with the execution and delivery of TDM programming, resulting in a positive experience for all.

4. *Drive Behavior Change*: Effectively promote behavior change that leads to a significant shift from single-occupancy vehicles (SOV) to non-SOV transportation modes.

Commute Broward will measure its success in reaching these objectives by compiling data on Vehicle Miles Travelled (VMT) reduction, carbon emissions avoided, and money saved, as well as general awareness of the Commute Broward program, which is measurable via website hits, conversions to transportation partner websites, social media metrics, and the value of earned media.

STRATEGIES AND DELIVERABLES

—Task 1—

General Management

The initial rollout of the TDM Plan required fundamental strategies to institutionalize the TMA within the current transportation stakeholder scenario in Broward. The original TMA was a part of the stakeholder network for the Downtown Fort Lauderdale core and the surrounding communities for more than 30 years and modulating those relationships under the new Commute Broward banner were key. During the inaugural year, the TMA developed a new website, launched messaging via a social media presence as Commute Broward, and initiated outreach mechanisms with transportation service providers under the new branding while building stakeholder coordination and collaboration.

This subtask outlines the strategic utilization of the new website and branding launch to uphold the TMA's presence in the community and effective general management practices. To maximize outreach efforts, a proactive, grassroots approach should be used, involving direct engagement with the community, and organizing events at locations convenient for them, specifically targeting low to moderate income employees and students.

The efforts that will be carried out under the *General Management* task are:

- ✓ Maintain day-to-day Commute Broward operations
- ✓ Maintain Commute Broward website, one-stop-shop for TDM info in Broward
- ✓ Maintain social media presence
- ✓ Continue to attend regional marketing meetings as Commute Broward
- ✓ Continue to market major TDM events
- ✓ Continue to attend meetings with high-level employment groups such as the Broward Workshop Transportation Committee and the Chamber of Commerce Transportation Committee
- ✓ Attend transportation events with partner agencies at major employers and transportation hubs, including Park & Ride lots
- ✓ Develop Marketing Plan

Deliverables:

Deliverable	**Target Timeframe**
Regular content updates to commutebroward.org	At least once every six (6) weeks
Regular social media posts	At least two per week
Monitoring and responding to comments	Daily monitoring; Responding within a reasonable amount of time as comments are received
Attendance of transportation events with partner agencies	At least two (2) within Fiscal Year 2023/24
Develop Commute Broward Marketing Plan	By January 31, 2024
Annual report that includes key performance indicators, celebrates successes, and evaluates challenges, including website and social media analytics	By June 30, 2024

—Task 2—

Develop TDM Education and Encouragement Services

On any average weekday, approximately 78 percent of work commute trips in Broward are made in SOVs. Long commute distances are also common, which suggests many employees may use at least some portion

of the state highway system during their commute. Stakeholders who provided input throughout the TDM Study showed the most support for the strategy utilized to provide transportation education and encouragement services to reduce daily SOV commuter travel and VMT in Broward. Specifically, this strategy would implement a targeted approach at destinations with a focus on low- and middle-income jobs in support of service, institutional, hospitality, and construction employees. Engagement efforts for employer-based outreach will be initiated with institutional employers as industry trends indicate that they are more open to allowing outreach programs. Messaging and performance metrics that resonate with the employer will be critical to this program's success.

The new Commute Broward website educates visitors on how their transportation choices impact their time, personal budget, and the environment. Printed and online resources will be developed to promote alternative commute modes. These foundational elements will be leveraged to directly engage with institutions, customize programs for select locations, and hold pop-up TDM educational events. To further bolster the multi-modal choices available, the TMA will establish a marketing role with partner service providers and support the marketing of related pilot projects.

The efforts that will be carried out under the *Develop TDM Education and Encouragement Services* subtask are:

- ✓ Develop printed and online TDM resources
- ✓ Develop an understanding with local transportation partners to expand the reach of their products
- ✓ Implement direct engagement with institutional employers to deliver employer-specific programming
- ✓ Hold transportation pop-up events at strategic employer locations

Deliverables:

Deliverable	**Target Timeframe**
Printed and online resources	By January 31, 2024
Established partnerships with employers to execute Education and Encouragement services	Two within Fiscal Year 2023/24
Pop-up events	Two within Fiscal Year 2023/24

It should be noted that establishing a partnership with one school to promote activities such as walking school buses and School Pools was included in the previous Task Work Order. This has been temporarily removed from this Task Work Order as the Commute Broward program will focus on private employers first before establishing a relationship with a school.

—Task 3—

Develop an Employee Transportation Coordinator (ETC) Network

Employee transportation benefits are becoming an increasingly important aspect of mobility strategies as more organizations realize the importance of offering commuter resources to their team members. Whether it is a business, government, or non-profit, having a strong commuter support system in place is a proven way to drive recruitment and retention. To get maximum value from commuter benefits, organizations are best served by adding a dedicated Employee Transportation Coordinator (ETC) to their teams.

The ETC performs several duties, such as administering remote work policies, managing carpool spaces, and maintaining safety and security at bicycle racks. Recognizing these types of activities in a more formal and identifiable manner as ETCs will lead to more participation in these programs. Most organizations achieve this in one of two ways: those with sizable workforces are usually best served by hiring or assigning someone to ETC duties on a full-time basis; smaller organizations may add these duties to an already-established role, such as a Human Resources representative.

The foundational elements to carry out the ETC program include developing informational and outreach materials specifically for ETCs that educate them about TDM benefits and developing an ETC Handbook that highlights best practices and innovative strategies. In addition to developing those items, to broaden the scope of the ETC Program, the efforts under this year's Task Work Order will also be to bring together ETCs to discuss, train, and learn about commute options and programming that will create an environment of pride and ownership of programs. The ETC Network will also inform us as TDM professionals on the current state of the office as it pertains to flexible schedules and work-from-home policies. This task will culminate in the development of an ETC Recognition Program to acknowledge outstanding participants for their efforts.

The efforts that will be carried out under the *ETC Network* subtask are:

- ✓ Develop foundational program materials
- ✓ Meet with institutions to discuss ETCs, parking, carpools, transit discount programs, etc.
- ✓ Identify key staff who will develop the core ETC Network
- ✓ Leverage private sector partners to market the ETC Program
- ✓ Develop recognition program

Deliverables:

Deliverable	**Target Timeframe**
Develop ETC Program materials: • Informational brochure (three pages, 8.5" x 11" double-sided and designed with Commute Broward branding) • Leave-behind fact sheet (5.5" x 8.5" postcard, double-sided)	By January 31, 2024
Recruit a core group of two (2) ETCs	By May 31, 2024
With the assistance of the ETC Network Participants, develop ETC Recognition Program consisting of a three-page document that delineates the plan to acknowledge ETCs.	By June 30, 2024
Craft press release advising national media of the ETC efforts	By June 30, 2024
Deliver Technical Memo documenting work-from-home policies	By May 31, 2024

—Task 4—

Collaborate with South Florida Commuter Services (SFCS)

SFCS is an FDOT-funded program that offers a variety of TDM strategies by promoting transportation alternatives through outreach, marketing, and partnerships. SFCS TDM strategies include carpool, vanpool, mass transit, bicycling, walking, Park & Ride facilities, working from home, and a guaranteed ride home program with a focus on regional travel and the Interstate system. It is critically important that the SFCS Team and the Greater Fort Lauderdale TMA continue to collaborate so that consistent and complementary efforts are implemented in a fashion that is seamless to the public.

During the first year of the TDM Implementation Plan, the TMA initiated regular monthly coordination meetings with SFCS, which have proven to be invaluable in fostering ongoing conversations. The TMA/SFCS partnership hosted a *Tour de Florida* activity during *TDM Week* in September 2023. This event showcased various multi-modal transportation options available in Florida and served as a platform to raise awareness, promote, and celebrate these alternatives within the transportation industry. Furthermore, the collaboration between the TMA and SFCS yielded a valuable alliance with the South Florida Business Journal. This partnership has paved the way for promoting TDM at two upcoming employer-focused events.

This positive momentum with SFCS will persist throughout this Task Work Order.

The efforts that will be carried out under the *Collaborate with SFCS* subtask are:

- ✓ Collaborate on joint activities and strategies
- ✓ Collaborate on annual plans and key performance indicators

Deliverable:

Deliverable	Target Timeframe
Collaborate on two (2) joint activities and strategies that include the Commute Broward branding	Pursue one per quarter
Collaborate on the development of the SFCS Annual Plan for State FY 2024/25 to include Commute Broward as a significant transportation partner	By January 31, 2024
Collaborate on reporting key performance indicators that quantify TDM program marketing and outreach activities, determine commuters' awareness of access to non-SOV modes, the community's participation in TDM programs, the satisfaction of those programs, and impacts to commuting behavior change via a draft annual mode shift survey tool.	By April 30, 2024

It should be noted that the previous Task Work Order called for Commute Broward to partner with SFCS to pursue Federal grants. This initiative has been removed because SFCS is fully funded by the State of Florida and they have expressed no interest in pursuing such funds.

—Task 5—
Funding Research and Pursuit
Programmed funding for Commute Broward for this Task Work Order consists of $100,000 from Broward MPO. The Florida Department of Transportation also contributes $50,000 towards the Commute Broward program. The FDOT Commuter Assistance Program states that its contribution can be used for TDM strategies including a set of measures designed to reduce the number of trips made by SOVs and enhance the regional mobility of all residents. While substantial in and of itself, the programmed funding is not sufficient to sustain Commute Broward long-term and the TMA must work to bring in new operating and capital funds through grants and sponsorships.

The TMA has been successful in leveraging the talent and resources of their Board and consultants, particularly garnering support from the private sector through standing and ad hoc task force groups. The TMA will establish a Funding Task Force to develop a Funding Strategy document and facilitate the ongoing grants research, writing, and administration that will be necessary to continually support local TDM initiatives and activities, as well as attract private sponsorships.

The efforts that will be carried out under the *Funding Research and Pursuit* subtask are:

- ✓ Continue to maintain current commuter assistance funding
- ✓ Maintain the engagement of the TMA Funding Task Force
- ✓ Develop and Adopt a Funding Strategy document with the Funding Task Force
- ✓ Identify Federal and State grants
- ✓ Prepare and submit grant applications
- ✓ Continuously explore new funding opportunities
- ✓ Strategically engage staff or consultant assistance to pursue funding streams

Deliverables:

Deliverable	Target Timeframe
Assemble TMA Funding Task Force	By January 31, 2024
Craft Funding Strategy document including results of research on Federal and State grant opportunities	By February 29, 2024
Identify and apply for a minimum of one (1) grant for supplemental funding or achieve commitment of funding from a minimum of one private or governmental sponsor	By April 30, 2024

It should be noted that the previous Task Work Order called for the development of a micro-grant program to support other entities pursuing TDM efforts. This initiative has been suspended until Commute Broward has enough staff resources to successfully carry out such a program.

—Task 6—

Support BMPO State of the Region Annual Awards as Fiscal Agent

The BMPO holds an annual awards event to celebrate successes in transportation and mobility and to help educate the public and its peers on the latest industry trends. The TMA will support the BMPO by acting as Fiscal Agent for the State of the Region Annual Awards. The TMA will also assist in attracting sponsors for the annual awards event on a minimal basis, as needed. The TMA will not assist with carrying out event planning, managing vendors, registering guests, coordinating with sponsors, and other event-related activities. The BMPO's and TMA's duties and responsibilities related to this Task are more fully delineated in the Addendum which is attached to this Task Work Order, and incorporated herein by reference.

Deliverables:

Deliverable	Target Timeframe
Serve as Fiscal Agent for the State of the Region Annual Awards	January 1, 2024 – April 30, 2024

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SCHEDULE

The BMPO will be providing staff assistance to complete these tasks. The date range represents January 1, 2024, through December 31, 2024. The TMA and the BMPO intend to engage in an ongoing relationship beyond the establishment of Commute Broward and the execution of the TDM Study Implementation Plan to provide those who live, work, and play in Broward attractive alternatives to the single-occupant vehicle.

Project Schedule

Tasks	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
1.A. Maintain day-to-day operations, website, and social media presence	✓	✓	✓	✓	✓	✓
1.B. Attend partner marketing meetings / transportation events and meetings with high-level employment groups	✓	✓	✓	✓	✓	✓
1.C. Draft Marketing Plan and Annual Report	✓					✓
2.A. Create printed and online resources	✓					
2.B. Develop partnerships with employers and hold pop-up events	✓	✓	✓	✓	✓	✓
3. Develop ETC program materials, establish ETC core group, and create ETC recognition program	✓	✓	✓	✓	✓	✓
4. Collaborate with SFCS on joint activities, strategies, annual plans, and key performance indicators	✓	✓	✓	✓	✓	✓
5.A. Assemble TMA Funding Task Force and develop a Funding Strategy	✓	✓				
5.B. Pursue funding opportunities and prepare and submit grants			✓	✓		
6.A. Support BMPO State of the Region Awards	✓	✓	✓	✓		

Commute Broward Implementation
FY 2023/24 Staff Hour Estimates

General Management	Staff Hours FY 2024
1. Maintain Day-to-Day Commute Broward Operations	89
2. Maintain Commute Broward Website	35
3. Maintain Commute Broward Social Media Presence	65
4. Attend Regional Marketing Meetings	20
5. Market Major TDM Events	35
6. Attend Meetings with Partner Community Groups	30
7. Attend Partner Transportation Events	135
TDM Education & Encouragement Services	**Staff Hours FY 2024**
1. Establish Marketing Role with Service Providers	45
2. Implement Direct Engagement with Employers	180
3. Hold Transportation Pop-Up Events	180
Development of an ETC Network	**Staff Hours FY 2024**
1. Meet with Institutions to Discuss ETCs	145
2. Identify Key Staff who will Develop the Core ETC Network	30
3. Leverage Private Sector Partners to Market ETC Program	30
4. Develop ETC Recognition Program	55
Collaborate with South Florida Commuter Services	**Staff Hours FY 2024**
1. Collaborate on Joint Activities and Strategies	135
2. Collaborate on Annual Plans and Key Performance Indicators	35
Funding Research and Pursuit	**Staff Hour FY 2024**
1. Maintain Current Commuter Assistance Funding	10
2. Maintain Engagement of TMA Funding Task Force	45
3. Develop and Adopt Funding Strategy Document	30
4. Identify Federal and State Grants	35
5. Prepare and Submit Grant Applications	45
6. Continuously Explore New Funding Opportunities	35
7. Engage Staff or Consultant Assistance to Pursue Funding	25
Total Hours	1469 x $62.28/hr
	$91,489.32

Outreach & Educational Events	Staff Hours FY 2023
1. Support BMPO State of the Region Annual Awards	80
Total Hours	80 x $105.66/hr
	$8,452.80
GRAND TOTAL	$99,942.12

Total Amount Not To Exceed: **$ 100,000.00**

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TASK WORK ORDER No. 3 between BROWARD METROPOLITAN PLANNING ORGANIZATION and GREATER FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION for Transportation Demand Management Implementation.

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

Greater Fort Lauderdale Transportation Management Association
Vice Chair

BY: _____

PRINT: Tasha Cunningham, TMA Board Vice-Chair

DATE: 11-1-2023

Broward Metropolitan Planning Organization
Chair

BY: _____

PRINT: Frank C. Ortis, MPO Board Chair

DATE: 11-2-2023

Greater Fort Lauderdale Transportation Management Association General Counsel

Approved as to form and legal sufficiency:

BY: _____

PRINT: Stephanie Toothaker, Esq.
TMA Board Secretary

DATE: 11-1-2023

Broward Metropolitan Planning Organization General Counsel

Approved as to form and legal sufficiency for the use of the BMPO only:

BY: _____

PRINT: Alan L. Gabriel, Esq.
Weiss Serota Cole & Bierman, P.L.

DATE: 11-2-2023

Greater Fort Lauderdale Transportation Management Association

Attest:

BY: _____

PRINT: Robyn Chiarelli, Executive Director

DATE: 11-2-2023

Broward Metropolitan Planning Organization

Attest:

BY: _____
Bryan Caletka, Director of Transportation for

PRINT: Gregory Stuart, Executive Director

DATE: 11-2-2023

Addendum to Task Work Order 3

2024 Broward MPO
State of the Region
Annual Awards Dinner

Document of Responsibilities

This Addendum to Task Work Order 3 is hereby included as part Task Work Order 3, and is hereby incorporated into the Agreement for Administrative Services between the BMPO and TMA, which is attached to Task Work Order 3 as Exhibit "1."

The following document outlines the responsibilities of both the TMA, acting as the Fiscal Agent, and the Broward MPO, serving as the event organizer, for the 2024 State of the Region Annual Awards Dinner (Awards Dinner).

Guest Registrations:

- The Broward MPO will establish a streamlined system for registering guests using EventBrite or a similar event management tool.
- The Broward MPO will be responsible for inviting guests and referring them to the event management tool or directly to the TMA for payment.
- As the Fiscal Agent, the TMA will efficiently handle the collection of registration fees for approximately 500+ attendees. This includes providing detailed invoices, W9s, receipts, and other necessary documentation required by registrants, as well as any documentation needed by government agencies to process payment.
- The TMA will collect and securely process funds received from registrants through various payment methods such as checks, credit cards, ACH transfers, or other electronic means.
- In case of cancellations, the Broward MPO will handle discussions with registrants who may wish to cancel while the Fiscal Agent will diligently process refunds as required.
- The TMA will make a good faith effort to collect accounts receivable. The Broward MPO is ultimately responsible to ensure payment is received by registrants.

Sponsorships:

- The Broward MPO will be responsible for procuring sponsors and referring them to the TMA for payment.
- As the Fiscal Agent, the TMA will efficiently process payments for sponsorships, providing sponsors with comprehensive invoices, W9s, receipts, and other necessary documentation required for payment processing, including any documentation needed by government agencies.
- The TMA will collect and securely process funds received from sponsors through various payment methods such as checks, credit cards, ACH transfers, or other electronic means.
- The TMA will provide sponsors with any appropriate documentation required for tax purposes.
- The Broward MPO will be responsible to ensure that sponsors receive all benefits provided by the sponsorship package they selected.
- In case of cancellations, the Broward MPO will handle discussions with sponsors who may wish to cancel, while the Fiscal Agent will process refunds as required.
- The TMA will make a good faith effort to collect accounts receivable. The Broward MPO is ultimately responsible to ensure payment is received by sponsors.

Vendors and Contractors:

- The Broward MPO will carefully select vendors to carry out the Annual Awards event.
- The TMA, as the Fiscal Agent, will process payments to vendors only after receiving written approval from the Broward MPO.
- The Broward MPO will be the main point of contact for vendor management and coordination.

Reporting/Documentation:

- The TMA, as the Fiscal Agent, will establish robust back-end accounting systems and protocols to streamline payment handling, coding, tracking, invoicing, disbursing, and reporting on funds.
- The TMA will provide timely updates upon request to allow the Broward MPO to make educated decisions regarding event planning and facilitation.
- The TMA will provide a monthly financial report and a comprehensive financial closeout report, including end-of-project reconciliation. During the final month prior to the event, the TMA will provide bi-weekly financial reports.
- The TMA will meticulously account for all revenue and expenditures using an agreed-upon method and maintain appropriate ledgers to manage obligations and funds disbursement. Moreover, the TMA will retain records of program income and applicable credits by funding stream for the duration of its services.

General Principles:

- The TMA, as the Fiscal Agent, will ensure that all financial procedures strictly adhere to Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), and any other federal or state regulatory requirements. This will effectively minimize the risk of questioned or disallowed costs.
- The Broward MPO will be responsible for any fees associated with electronic payment processors, EventBrite fees, credit card processing, wire transfers, stop payment fees, bounced check fees, and any other related charges.

Exhibit 1

Agreement for Administrative Services Between
Broward Metropolitan Planning Organization and
Greater Fort Lauderdale Transportation Management Association, Inc.

Broward MPO
Metropolitan Planning Organization

TASK WORK ORDER NO. 4

BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO)

And

GREATER FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION (TMA)

For

Commute Broward Education and Advancement

Start Date: July 1, 2024
End Date: June 30, 2025

Tasks & Deliverables
The TMA shall perform the following scope of work to complete the requested services and deliverables in adherence with the "Agreement for Administrative Services" contract between the BMPO and the TMA executed on April 1, 2021, attached hereto and incorporated herein as "Exhibit 1".

This Task Work Order is subject to Availability of Funds and subject to actual services rendered by the TMA. The TMA shall invoice monthly for work completed on an hourly basis toward each task in a manner consistent with the Budget, which is attached to this Task Work Order, and incorporated herein by reference. The TMA shall use the approved invoice format provided by the MPO. Invoices will be due 30 days following the invoice period.

SCOPE OF WORK

OVERVIEW

The Greater Fort Lauderdale Transportation Management Association (TMA) is a 501(c)(3) non-profit organization that was created pursuant to the provisions of Chapter 341, Florida Statutes. Known as the "Florida Public Transit Act," 341, F.S. provides the statutory authority for TMAs to help solve transportation problems by encouraging businesses and governments to implement ridesharing and demand management strategies. Transportation Demand Management (TDM) strategies are used to increase the efficiency of existing transportation systems by influencing demand on those systems and by reducing the number of automobile trips. TMAs are traditionally supported through the cooperative effort of the private sector, local government, regional government, and state government and serve a specified geographic area.

The Broward Metropolitan Planning Organization (BMPO) is the metropolitan planning organization designated by the Governor of Florida for the Broward urbanized area. The BMPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation (FDOT) and the affected units of local government within the Broward urbanized area. The BMPO's operational budget is expressed every two years through its Unified Planning Work Program (UPWP). The BMPO FY 2024/25 UPWP calls for complete streets, transit planning, and congestion management.

The BMPO worked with the TMA in FY 2021/22 to study TDM broadly and examine how it functions in Broward. The results of this study have been captured in the TDM Study Implementation Plan, and the TMA, along with the MPO has been tasked with executing this plan under the banner Commute Broward. The TMA will use its expertise to complete the following tasks related to TDM implementation and outreach to assist the BMPO in completing the required activities of the BMPO's UPWP.

GOALS

Commute Broward is committed to alleviating traffic congestion, enhancing transportation efficiency, and promoting sustainable and alternative transportation solutions. Task Work Order 4 prioritizes the following goals and objectives, and it will measure its success in reaching these goals by compiling and analyzing data pertaining to its efforts.

Goal 1. Raise Awareness:
Increase awareness and understanding of TDM programming, including information on accessing non-single occupancy vehicle (SOV) transportation options.

Objectives:
1. Continue to maintain Commute Broward website and social media channels.
   - Metrics: Website hits, social media engagement rates, conversions to transportation partner websites, and the value of earned media.

2. Partner with transportation service providers to distribute informational materials about available non-SOV transportation options at jointly held events.
   - Metrics: Number of events held, attendance rates.

3. Organize virtual webinars to educate target audiences about TDM.
   - Metrics: Webinar attendance, post-webinar surveys, and subsequent social media engagement related to webinar topics.

4. Collaborate with local stakeholder groups to disseminate information about TDM programming.
   - Metrics: Number of interactions with stakeholders.

Goal 2. Promote Participation:
Encourage active participation in TDM programming designed to facilitate the adoption of non-SOV modes of transportation.

Objectives:
1. Conduct direct engagement with employers to implement commuter benefit programs that incentivize employees to choose alternative transportation options.
- Metrics: Number of employers engaged, adoption rates of commuter benefit programs, and surveys to assess employee participation and satisfaction.

2. Promote TDM Framework to municipalities to encourage their use of the TDM toolbox of strategies on the localized level.
- Metrics: Number of municipalities adopting TDM strategies, the extent of implementation, and feedback from municipalities regarding effectiveness.

3. Develop and maintain an Employee Transportation Coordinator (ETC) Network made up of ambassadors to carry the message of TDM to their worksites.
- Metrics: Number of ETCs recruited, activities conducted by ETCs, and feedback from ETCs and their respective worksites regarding effectiveness.

Goal 3. Drive Behavior Change:
Effectively promote behavior change that leads to a significant shift from single-occupancy vehicles (SOV) to non-SOV transportation modes.

Objectives:
1. Provide resources and support for organizations interested in being on the list of Best Workplaces for Commuters.
- Metrics: Number of organizations joining the list, the percentage of employees using alternative transportation options, and feedback from participating organizations.

2. Collaborate with local transportation agencies and policymakers to improve infrastructure and policies that support non-SOV transportation modes, making it easier for individuals to choose sustainable options.
- Metrics: Track infrastructure improvements, policy changes, and assess their impact on commuting behaviors through surveys.

3. Act as a liaison between transportation service providers and employers to expand the purchase of bulk transit passes.
- Metrics: Amount of bulk transit passes purchased, the number of employees using these passes, and feedback from employers and employees regarding their experience.

4. Support South Florida Commuter Services to promote the Emergency Ride Home program, carpool ride matching, vanpooling, and express lane registrations.
- Metrics: Utilization of emergency ride home program, participation in carpool ride matching and vanpooling, and registrations for express lanes, and feedback and satisfaction levels from users.

Goal 4. Ensure Satisfaction:
Ensure that our target audiences are satisfied with the execution and delivery of TDM programming, resulting in a positive experience for all.

Objectives:
1. Establish clear communication channels for participants to provide feedback, ask questions, and receive support related to TDM initiatives.
- Metrics: Number of inquiries received, response times, and satisfaction levels based on feedback surveys or ratings.

2. Implement quality assurance measures to ensure that TDM programming meets the needs and expectations of target audiences.
   - Metrics: Results of participant surveys and focus groups.

3. Regularly evaluate the effectiveness of TDM programming and make adjustments based on feedback to enhance satisfaction.
   - Metrics: Changes in satisfaction levels over time.

By applying these metrics to each goal and objective, measuring, and analyzing them, Commute Broward can effectively understand its success in reaching its objectives and overall mission of promoting sustainable transportation options and reducing single-occupancy vehicle travel.

STRATEGIES AND DELIVERABLES

Subtask 1
General Management

The TMA has undergone a significant transformation, emerging as a proactive force in TDM through its new initiative, Commute Broward. This evolution is evident in the development of a new website, the establishment of a robust social media presence, and the revitalization of partnerships with transportation service providers and key community stakeholders, all unified under the Commute Broward brand. This subtask reaffirms the BMPO commitment to providing essential administrative support to the TMA, ensuring the seamless continuation of its day-to-day operations, thereby facilitating the effective execution of the Commute Broward program.

In this subtask, the TMA will leverage its digital platforms to maintain continuous visibility and engagement with its constituents. Concerted efforts will be made to gather crucial data points necessary for reporting the cumulative impact of transportation provider initiatives in Broward, with a specific focus on reducing carbon emissions and VMT, which the TMA aims to publish on the Commute Broward website.

The TMA will capitalize on its partnerships with transportation service providers by facilitating collaborative events, particularly in underserved areas, through a grassroots approach that emphasizes direct community interaction at accessible locations. Examples of events may include community health events, job fairs, financial literacy seminars, community clean ups, and cultural celebrations. This strategy is designed to bolster the brand recognition of Commute Broward, aiming to solidify its presence within the community and enhance its credibility. Heightening awareness is intended to attract more users to Commute Broward's services, fostering community engagement and trust while expanding its user base. Additionally, the TMA will lean on the expertise of its transportation service provider partners to expand its outreach to key stakeholders and the commuting public. This will involve convening regular Marketing Task Force meetings to update the Commute Broward Marketing Plan based on current conditions.

Finally, this initiative prioritizes sustained engagement with stakeholder groups, ensuring that they receive regular updates to maintain their involvement and support for Commute Broward's initiatives. By fostering ongoing collaboration and communication, this approach aims to expand on the involvement of Commute Broward's stakeholder partners which will encourage more commuters to depend on its services for their alternative transportation needs.

The efforts that will be carried out under the *General Management* task are:

- ✓ Maintain day-to-day Commute Broward operations
- ✓ Maintain Commute Broward website, one-stop-shop for TDM info in Broward
- ✓ Maintain social media presence
- ✓ Continue to attend regional marketing meetings as Commute Broward

- ✓ Continue to market major TDM events
- ✓ Continue to attend meetings with high-level employment groups such as the Broward Workshop Transportation Committee and the Chamber of Commerce Transportation Committee
- ✓ Attend transportation events with partner agencies at major employers and transportation hubs, including Park & Ride lots
- ✓ Develop Marketing Plan
- ✓ Collaborate with transportation service partners on data collection and reporting efforts

Deliverables:

Deliverable	Target Timeframe
Regular content updates to commutebroward.org	At least once every six (6) weeks
Regular social media posts	At least two per week
Monitoring and responding to comments	Daily monitoring; Responding within a reasonable amount of time as comments are received
Pursuit of data from Transportation Service Provider partners and publish performance measures	Establish performance metrics dashboard on Commute Broward website by December 31, 2024
Attendance of transportation events with partner agencies	At least two (2) within Fiscal Year 2024/25
Collaboration meetings with Commute Broward Marketing Task Force	Monthly
Annual update to Commute Broward Marketing Plan	By September 30, 2024
Annual report that includes key performance indicators, celebrates successes, and evaluates challenges, including website and social media analytics	By June 30, 2025

—Subtask 2—
Develop TDM Education and Encouragement Services

In this subtask, the TMA will implement targeted TDM education and promotion initiatives. This will involve crafting and executing customized commuter programs tailored to key employers, particularly in industries employing low- to moderate-income workers, such as hospitality and healthcare. Activities may encompass employee surveys, on-site presence with informational booths featuring various transportation service providers, carpool/vanpool matching services, facilitation of preferred parking arrangements for carpoolers, and consultation on bicycle-friendly amenities.

Drawing upon the extensive resources developed by the University of South Florida Center for Urban Transportation Research's (CUTR) Best Workplaces for Commuters program, the TMA will guide key Broward employers through the development of personalized TDM strategies with a goal of being recognized as one of the Best Workplaces for Commuters.

Additionally, the TMA will establish a TDM Framework featuring three selectable tiers, intended for adoption by interested municipalities seeking guidance or policy direction for new commercial or residential developments. This framework could eventually evolve into a formal TDM Ordinance akin to the one currently enforced by the City of Boca Raton. To disseminate knowledge and foster adoption, the TMA will host a webinar tailored for municipalities keen on learning about TDM strategies aimed at alleviating congestion within their jurisdictions.

The efforts that will be carried out under the *Develop TDM Education and Encouragement Services* subtask are:

- ✓ Implement direct engagement with employers to deliver site-specific programming
- ✓ Educate municipalities on the TDM toolbox of strategies

Deliverables:

Deliverable	Target Timeframe
Tailored commute programs for at least two (2) employers that lead to CUTR Best Workplaces for Commuters recognition	By June 30, 2025
TDM Framework document	By September 1, 2024
One virtual workshop to launch the TDM Framework geared towards municipalities	By March 31, 2024

—Subtask 3—
Develop an ETC Network

Employee transportation benefits are increasingly recognized as crucial components of mobility strategies for organizations across various sectors. Businesses, governments, and non-profits alike are realizing the significance of providing commuter resources to their team members to drive recruitment and retention efforts. To derive maximum value from commuter benefits, organizations are advised to appoint a dedicated ETC to oversee various tasks, including administering remote work policies, managing carpool spaces, and ensuring safety and security at bicycle racks. Formalizing these responsibilities under the ETC role encourages greater participation in commuter programs. Typically, organizations approach the designation of ETCs in one of two ways: those with sizable workforces often opt to hire or assign someone to ETC duties on a full-time basis, while smaller organizations may incorporate these responsibilities into an existing role, such as that of a Human Resources representative.

The TMA is committed to expanding its network of ETCs. The TMA will position the Commute Broward ETC outreach materials it has created to educate organizations about TDM benefits and highlight best practices and innovative strategies. The TMA will actively seek opportunities to connect with potential ETCs through local job fairs and events hosted by organizations such as the Society for Human Resource Management (SHRM) and the South Florida Business Journal, particularly focusing on events that support service workers.

The TMA will drive continuous engagement within its ETC Network through virtual webinars aimed at creating a peer learning environment and fostering collaboration among ETCs from diverse industries and business sizes in South Florida. This subtask will culminate in the development of an ETC Recognition Program to acknowledge outstanding participants for their contributions to enhancing commuter resources within their organizations. With a particular emphasis on service employees, the TMA will ensure special recognition to companies in the hospitality and healthcare sectors.

The efforts that will be carried out under the *ETC Network* subtask are:

- ✓ Attract ETCs by attending key events
- ✓ Meet with institutions to establish ETCs
- ✓ Maintain a core ETC Network
- ✓ Carry out the ETC recognition program

Deliverables:

Deliverable	Target Timeframe
Add two (2) ETCs to the ETC Network	By May 31, 2025
With the assistance of the ETC Network Participants, carry out the ETC recognition program	By June 30, 2025
Craft press release to continue advising national media of the ETC efforts	By June 30, 2025
Deliver two (2) virtual webinars to educate ETCs on best practices	By May 31, 2025

—Subtask 4—
Collaborate with South Florida Commuter Services (SFCS)

SFCS, a program funded by FDOT, is dedicated to championing TDM strategies through extensive outreach and marketing efforts, particularly focusing on regional travel and the Strategic Intermodal System. The TMA and SFCS share aligned goals to provide TDM services, which has fostered a longstanding collaborative relationship. This subtask empowers SFCS and the TMA to continue their cooperative efforts seamlessly, ensuring consistency and complementarity in their initiatives, particularly in low- to moderate-income areas within the Greater Fort Lauderdale service area.

Within this subtask, the TMA will help promote SFCS's Guaranteed Ride Home, Express Coach offerings, and free toll registrations on the 95 Express and 595 Express. By providing information to commuters at events and on the Commute Broward website and social media platforms, we will attract commuters to register for these services. Additionally, both entities will jointly promote nationally recognized TDM events like Bicycle Month and Park(ing) Day, amplifying their messages within local areas of greatest need.

Moreover, the partnership will assist employers in securing placements on the CUTR Best Places for Commuters list, thus encouraging the adoption of commuter-friendly policies and practices. By pooling their resources and expertise, they aim to drive further advancements in sustainable transportation efforts.

Both organizations will showcase their partnership as a best practice within the TDM industry by submitting joint proposals to industry membership organizations such as the Association for Commuter Transportation, inspiring and guiding others in the field.

The successful collaboration between the TMA and SFCS will be communicated to stakeholders through their respective annual reports. They will collaboratively enhance these reports by capturing measurable and reportable data points, such as VMT and carbon emissions reduced, effectively demonstrating their performance. Through these concerted efforts, the partnership between SFCS and the TMA continues to make significant strides in advancing sustainable transportation options, while ensuring transparency and accountability to stakeholders.

The efforts that will be carried out under the *Collaborate with SFCS* subtask are:

- ✓ Collaborate on joint activities and strategies
- ✓ Collaborate on annual plans and key performance indicators

Deliverable:

Deliverable	Target Timeframe
Collaborate on joint activities and strategies that include the Commute Broward branding	Pursue one per quarter
Collaborate on the development of the SFCS Annual Plan for State FY 2024/25 to include Commute Broward as a significant transportation partner	By January 31, 2025

Collaborate on reporting key performance indicators that quantify TDM program efforts	By April 30, 2025
Jointly pursue one (1) proposal to showcase joint efforts to industry peers	By June 30, 2025
Collaborate on reporting key performance indicators that quantify TDM program marketing and outreach activities, determine commuters' awareness of access to non-SOV modes, the community's participation in TDM programs, the satisfaction of those programs, and impacts to commuting behavior change via an annual mode shift survey tool.	By April 30, 2025

—Subtask 5—
Funding Research and Pursuit

The funding allocated to support Commute Broward for this Task Work Order amounts to $100,000 from BMPO, augmented by an additional $50,000 from FDOT through a separate agreement. The FDOT Commuter Assistance Program specifies that its contribution can be utilized for TDM strategies, focusing on reducing single-occupancy vehicle trips and enhancing regional mobility for residents, aligning with the objectives pursued by BMPO. Cumulatively, the annual funding to sustain Commute Broward stands at $150,000.

While this financial backing is considerable, it falls short of ensuring the long-term viability of Commute Broward. To tackle this, the TMA has established a Funding Task Force, drawing on the expertise and resources of its Board of Directors and partners. The Funding Task Force has developed a comprehensive Funding Strategy document that states funding goals and is charged with leading grants research, proposal composition, grants management, and attracting private sponsorships that continuously bolster local TDM initiatives via Commute Broward. Additionally, the TMA has instituted a Non-Profit Giving Policy to encourage Executive Board members to contribute their time and resources to support the cause of Commute Broward.

This subtask calls for the TMA to carry out the activities prescribed by the Funding Strategy document and empowers the TMA's Funding Task Force to maintain agility, consistently reassessing and adjusting the Funding Strategy in response to evolving funding landscapes, changing priorities, and the triumphs and hurdles encountered in securing financial support. Furthermore, this subtask entails forging partnerships with private transportation providers interested in sponsoring initiatives in exchange for visibility by the TMA's stakeholder network, key private employers seeking tailored Commute Programs, and local municipalities invested in setting forth TDM frameworks for new commercial and residential developments.

The efforts that will be carried out under the *Funding Research and Pursuit* subtask are:

- ✓ Continue to maintain current commuter assistance funding
- ✓ Maintain regular engagement of the TMA Funding Task Force
- ✓ Update the Funding Strategy document and the Non-Profit Giving Policy with the Funding Task Force
- ✓ Identify Federal and State grants
- ✓ Prepare and submit grant applications
- ✓ Continuously explore new funding opportunities
- ✓ Strategically engage new stakeholders who would benefit from a partnership with Commute Broward

Deliverables:

Deliverable	**Target Timeframe**
Collaboration meetings with TMA Funding Task Force	Monthly
Annual update to Funding Strategy and Non-Profit Giving	By June 30, 2025

Policy	
Identify and apply for a minimum of one (1) grant for supplemental funding or achieve commitment of funding from a minimum of two (2) sponsors	By June 30, 2025

—Subtask 6—
Support BMPO State of the Region Annual Awards as Fiscal Agent

The BMPO holds an annual awards event to celebrate successes in transportation and mobility and to help educate the public and its peers on the latest industry trends. The TMA will support the BMPO by acting as Fiscal Agent for the State of the Region Annual Awards. The TMA will also assist in attracting sponsors for the annual awards event on a minimal basis, as needed. The TMA will not assist with carrying out event planning, managing vendors, registering guests, coordinating with sponsors, and other event-related activities. The BMPO's and TMA's duties and responsibilities related to this Task are more fully delineated in the Addendum which is attached to this Task Work Order, and incorporated herein by reference.

Deliverables:

Deliverable	**Target Timeframe**
Serve as Fiscal Agent for the State of the Region Annual Awards	July 1, 2024 – June 30, 2025

SCHEDULE

The BMPO will be providing staff assistance to complete these tasks. The date range represents July 1, 2024, through June 30, 2025. The TMA and the BMPO intend to engage in an ongoing relationship beyond the establishment of Commute Broward and the execution of the TDM Study Implementation Plan to provide those who live, work, and play in Broward attractive alternatives to the single-occupant vehicle.

Project Schedule TBD once core subtasks are reviewed and approved.

BUDGET

Budget line items TBD once core subtasks are reviewed and approved.

Total Amount Not To Exceed: **$ 100,000.00**

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TASK WORK ORDER No. 4 between BROWARD METROPOLITAN PLANNING ORGANIZATION and GREATER FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION for Transportation Demand Management Implementation.

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

Greater Fort Lauderdale Transportation Management Association
Vice Chair

BY: _____

PRINT: Tasha Cunningham, TMA Board Vice-Chair

DATE: 7/10/24

Broward Metropolitan Planning Organization
Chair

BY: _____

PRINT: Yvette Colburn, MPO Board Chair

DATE: 7/11/2024

Greater Fort Lauderdale Transportation Management Association General Counsel

Approved as to form and legal sufficiency:

BY: _____

PRINT: Stephanie Toothaker, Esq.
TMA Board Secretary

DATE: July 10, 2024

Broward Metropolitan Planning Organization General Counsel

Approved as to form and legal sufficiency for the use of the BMPO only:

BY: _____

PRINT: Alan L. Gabriel, Esq.
Weiss Serota Cole & Bierman, P.L.

DATE: 7/11/2024

Greater Fort Lauderdale Transportation Management Association

Attest:

BY: _____

PRINT: Robyn Chiarelli, Executive Director

DATE: 7/10/24

Broward Metropolitan Planning Organization

Attest:

BY: _____

PRINT: Gregory Stuart, Executive Director

DATE: 7/11/2024

Addendum to Task Work Order 4

2025 Broward MPO
State of the Region
Annual Awards Dinner

Document of Responsibilities

This Addendum to Task Work Order 4 is hereby included as part Task Work Order 4 and is hereby incorporated into the Agreement for Administrative Services between the BMPO and TMA, which is attached to Task Work Order 4 as Exhibit "1."

The following document outlines the responsibilities of both the TMA, acting as the Fiscal Agent, and BMPO, serving as the event organizer, for the 2025 State of the Region Annual Awards Event (Awards Event).

Guest Registrations:

- BMPO will establish a streamlined system for registering guests using EventBrite or a similar event management tool.
- BMPO will be responsible for inviting guests and referring them to the event management tool or directly to the TMA for payment.
- As the Fiscal Agent, the TMA will efficiently handle the collection of registration fees for approximately 500+ attendees. This includes providing detailed invoices, W9s, receipts, and other necessary documentation required by registrants, as well as any documentation needed by government agencies to process payment.
- The TMA will collect and securely process funds received from registrants through various payment methods such as checks, credit cards, ACH transfers, or other electronic means.
- In case of cancellations, BMPO will handle discussions with registrants who may wish to cancel while the Fiscal Agent will diligently process refunds as required.
- The TMA will make a good faith effort to collect accounts receivable.

Sponsorships:

- As the Fiscal Agent, the TMA will efficiently process payments for sponsorships, providing sponsors with comprehensive invoices, W9s, receipts, and other necessary documentation required for payment processing, including any documentation needed by government agencies.
- The TMA will collect and securely process funds received from sponsors through various payment methods such as checks, credit cards, ACH transfers, or other electronic means.
- The TMA will provide sponsors with any appropriate documentation required for tax purposes.
- BMPO will be responsible to ensure that sponsors receive all benefits provided by the sponsorship package they selected.
- In case of cancellations, BMPO will handle discussions with sponsors who may wish to cancel, while the Fiscal Agent will process refunds as required.
- The TMA will make a good faith effort to collect accounts receivable.

Vendors and Contractors:

- BMPO will carefully select vendors to carry out the Annual Awards event.
- The TMA, as the Fiscal Agent, will process payments to vendors only after receiving written approval from BMPO.

- BMPO will be the main point of contact for vendor management and coordination.

Reporting/Documentation:

- The TMA, as the Fiscal Agent, will establish robust back-end accounting systems and protocols to streamline payment handling, coding, tracking, invoicing, disbursing, and reporting on funds.
- The TMA will provide timely updates upon request to allow BMPO to make educated decisions regarding event planning and facilitation.
- The TMA will provide a monthly financial report and a comprehensive financial closeout report, including end-of-project reconciliation. During the final month prior to the event, the TMA will provide bi-weekly financial reports.
- The TMA will meticulously account for all revenue and expenditures using an agreed-upon method and maintain appropriate ledgers to manage obligations and funds disbursement. Moreover, the TMA will retain records of program income and applicable credits by funding stream for the duration of its services.

General Principles:

- The TMA, as the Fiscal Agent, will ensure that all financial procedures strictly adhere to Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), and any other federal or state regulatory requirements. This will effectively minimize the risk of questioned or disallowed costs.
- BMPO will be responsible for any fees associated with electronic payment processors, EventBrite fees, credit card processing, wire transfers, stop payment fees, bounced check fees, and any other extra charges.
- The TMA will not be responsible for any cancellation fees incurred for event space, vendors, or services in the case of Awards Event cancellation. BMPO will bear the responsibility for any cancellation fees or penalties imposed by third-party entities.
- The TMA's financial responsibility is limited to the quantity of actual receivables. BMPO is required to reimburse the TMA for any differences within 60 days of the end of the Awards Event.
- Any costs exceeding the budgeted amount will be the sole responsibility of BMPO.
- BMPO is responsible for covering any unforeseen costs, overruns, or additional expenses related to the Awards Event.
- The TMA is not responsible for any financial losses or liabilities related to the Awards Event.

Exhibit 1

Agreement for Administrative Services Between
Broward Metropolitan Planning Organization and
Greater Fort Lauderdale Transportation Management Association, Inc.

Project Schedule												
Tasks	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
1.A. Maintain day-to-day operations, website, and social media presence	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1.B. Attend partner marketing meetings / transportation events and meetings with high-level employment groups	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1.C. Update Marketing Plan	✓	✓	✓									
1.D. Data Collection and Reporting	✓	✓	✓	✓	✓	✓						
2.A. Direct Engagement with Employers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2.B. Educate Municipalities on TDM Strategies	✓	✓	✓	✓	✓	✓	✓	✓	✓			
3. Core ETC group and ETC recognition program	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4. Collaborate with SFCS on joint activities, strategies, annual plans, and key performance indicators	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5.A. Assemble TMA Funding Task Force and update Funding Strategy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5.B. Pursue funding opportunites and prepare and submit grants		✓		✓		✓		✓		✓		✓
6.A. Support BMPO Events					✓	✓	✓	✓				

Commute Broward Implementation FY 2024/25 Staff Hour Estimates	
General Management	Staff Hours FY 2025
1. Maintain Day-to-Day Commute Broward Operations	54
2. Maintain Commute Broward Website and Social Media	61
3. Attend Regional Marketing Meetings	10
4. Market Major TDM Events	18
5. Attend Meetings and Events with Partner Groups	73
6. Collaborate with Partners on Data Collection and Reporting	18
7. Update Marketing Plan	15
Subtotal Hours	249 x $63.63/hr
	$15,843.87
8. General Management Support	240
Subtotal Hours	240 x $146.85/hr
	$35,244.00
TDM Education & Encouragement Services	Staff Hours FY 2025
1. Craft and Execute Customized Commuter Programs for Key Employers	120
2. Establish TDM Framework for adoption by interested municipalities	50
3. Educate Municipalities on TDM Toolbox of Strategies	50
Development of an ETC Network	Staff Hours FY 2025
1. Attend Key Events to Attract ETCs	46
2. Meet with Institutions to Establish ETCs	55
3. Maintain a Core ETC Network	18
4. Carry Out ETC Recognition Program	40
Collaborate with South Florida Commuter Services	Staff Hours FY 2025
1. Jointly promote nationally recognized events such as Bicycle Month and Park(ing) Day	30
2. Promote the Guaranteed Ride Home Program, Toll Free Registrations, and Express Coach Offerings at events, website, social media	32
3. Assist employers to secure placements on the Best Places for Commuters list	32
4. Submit joint proposals to showcase partnership to industry organizations	10
5. Collaborate on Annual Plans and Key Performance Indicators	30
Funding Research and Pursuit	Staff Hour FY 2025
1. Maintain Current Commuter Assistance Funding	8
2. Maintain Engagement of TMA Funding Task Force	27
3. Update Funding Strategy and Non-Profit Giving Policy	18
4. Identify Federal and State Grants	18
5. Prepare and Submit Grant Applications	21
6. Continuously Explore New Funding Opportunities	12
7. Strategically Engage Stakeholders who would Benefit	15
Subtotal Hours	632 x $63.63/hr
	$40,214.16
Outreach & Educational Events	Staff Hours FY 2025
1. Support BMPO Events	80
Subtotal Hours	80 x $107.96/hr
	$8,636.80
GRAND TOTAL	$99,938.83

March 25, 2024

2024 Program Updates

Greater Fort Lauderdale Transportation Management Association

2024 Program

Attn: Robyn Chiarelli

BUDGET APPROACH:
The following is a budget phase summary based on the roadmap story success criteria. Our assumption is that we will work together to refine project scope and budget parameters based on the team roadmap and resource allocation.

Website	Sprint	Priority 1	Per Hour
Improve existing UI on Commute Broward website to improve usability	2	$1,245.00	$155.63
A landing page form is needed for capturing data from businesses interested in having a custom page on the commute broward site.	2	$995.00	$124.38
Investigate new Map tools	2	$3,115.00	$155.75
A landing page is needed for capturing data from businesses interested in having a custom page on the commute broward site.	3	$2,215.00	$158.21
Need a landing page template for the new custom Broward Commute company pages.	3	$2,185.00	$145.67
Copy for welcome guides are needed to let users know how to use public transit	3	$1,200.00	$133.33
Wireframe new map user interface to improve user experience	3	$2,385.00	$159.00
Welcome guide landing page	4	$1,485.00	$148.50
Google slide presentation template deck with new brand design	4	$2,265.00	$161.79
Integrating the new Map tool	4	$4,425.00	$155.75
Test wireframe to ensure the ease of use and mitigate issues before designing	4	$1,020.00	$145.71
Hi-fidelity prototype for new map user interface to improve user experience	5	$2,160.00	$154.29

Email & Social	Sprint	Priority 1	
Organic Social strategy to position Commute Broward as a strong voice and highly valuable resource within the community		Not Included	
Design and produce the annual report		Not Included	
Employee Transportation Coordinator Handbook guide is needed to send to ETCs at businesses		Not Included	
10 hour social posting ticketing system		Not Included	
Create 90 days worth of content (2 per week) and schedule within social publishing tool	1	$1,605.00	$145.91
Select and configure ESP tool to collect eNewsletter Subscriptions	4	$225.00	$112.50
Email template to push out to corporate employees about better commutes to their specific office	5	$1,795.00	$138.08
Annual Report Document	6	$6,900.00	$155.06
	Totals By Priority	$35,220.00	**$146.85 Average**

TASK WORK ORDER NO. 5

BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO)

And

GREATER FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION (TMA)

For

Commute Broward Education and Advancement

Start Date: July 1, 2025
End Date: June 30, 2026

Tasks & Deliverables

The TMA shall perform the following scope of work to complete the requested services and deliverables in adherence with the "Agreement for Administrative Services" contract between the BMPO and the TMA executed on April 1, 2021, attached hereto and incorporated herein as "Exhibit 1". This Task Work Order is subject to Availability of Funds and subject to actual services rendered by the TMA. The TMA shall invoice monthly for work completed on an hourly basis toward each task in a manner consistent with the Budget, which is attached to this Task Work Order, and incorporated herein by reference. The TMA shall use the approved invoice format provided by the BMPO. Invoices will be due 30 days following the invoice period.

Scope of Work

The Greater Fort Lauderdale Transportation Management Association (TMA) is a 501(c)(3) non-profit organization that was created pursuant to the provisions of Chapter 341, Florida Statutes. Known as the "Florida Public Transit Act," 341, F.S. provides the statutory authority for TMAs to help solve transportation problems by working with businesses and governments using a variety of strategies to inform roadway users of the multiple mobility choices available that support families and foster economic development. TMAs are traditionally supported through the cooperative effort of the private sector, local government, regional government, and state government and serve a specified geographic area.

The Broward Metropolitan Planning Organization (BMPO) is the metropolitan planning organization designated by the Governor of Florida for the Broward urbanized area. The BMPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation (FDOT) and the affected units of local government within the Broward urbanized area. The BMPO's operational budget is expressed every two years through its Unified Planning Work Program (UPWP). The BMPO FY 2025/26 UPWP calls for flexible transportation, transit planning, and congestion management.

Commute Broward is the implementation program of the TMA. The TMA together with the BMPO and FDOT developed Commute Broward to execute its mission of enhancing transportation options and reducing congestion in the region. Through Commute Broward, the TMA delivers targeted commuter programs, employer outreach, and public education initiatives aimed at promoting sustainable and efficient travel choices across Broward County. Commute Broward operates under the strategic guidance and oversight of the TMA, aligning with broader regional transportation goals and collaborating with partners to implement transportation demand management strategies in Broward effectively.

As the region continues to experience a significant return-to-work movement, there is a heightened need for strategic countermeasures to ease congestion and improve the commuting experience. This shift presents an opportunity for deeper alignment between the BMPO's mission—to collaboratively plan, prioritize, and fund transportation options—and Commute Broward's mission to optimize Greater Fort Lauderdale's transportation network through collaborative strategies that support economic growth and improve quality of life. Together, their visions reinforce the importance of delivering impactful, well-selected projects that advance an efficient commute for all. Through this partnership, the TMA is uniquely positioned to support the BMPO by developing and implementing responsive, commuter-centric strategies that address emerging travel patterns and workforce mobility needs.

The TMA will use its expertise to complete the following tasks related to the implementation of customized transportation programs and commuter outreach to assist the BMPO in completing the required activities of the BMPO's UPWP.

Goals

Commute Broward serves as Greater Fort Lauderdale's one-stop resource for transportation information, helping the public navigate commuting options that improve efficiency, convenience, and access to job centers. As a liaison between businesses, commuters, and transportation service providers, Commute Broward supports working families, strengthens economic growth, and helps employers attract and retain talent. Task Work Order 5 outlines the following goals and objectives. Progress will be measured by compiling and analyzing data to assess outcomes and continuously improve service delivery.

Goal 1—Raise Awareness of Transportation Options
Educate the community on the availability of multimodal options and commuting programs that provide efficient and convenient ways to access workplaces.

Objectives:

1) Maintain Commute Broward's website as a centralized source of information on available transportation services.

   Metrics: Website visits.

2) Share transportation-related content through professional channels to increase awareness among employers and employees.

   Metrics: Number of likes, shares, and comments on social media posts

3) Host webinars that provide employers with direct access to transportation program information and resources from transportation service providers.

   Metrics: Webinar attendance, post-event engagement with attendees.

4) Collaborate with member organizations (such as the Human Resources Association of Broward County) and other community organizations (including chambers of commerce and economic development organizations) to educate their networks about transportation programs and services. Attend local community events to raise awareness of Commute Broward services.

Metrics: Number of presentations delivered, number of community meetings and events attended, number of attendees

Goal 2—Strengthen Employer and Workforce Application
Equip employers with transportation resources and benefits that make commuting more convenient for their workforce, helping them attract and retain talent while supporting employees and their families.

Objectives:
1) Educate employers on transportation benefit programs, including participation in Best Workplaces for Commuters.

   Metrics: Number of employer presentations, number of transportation benefit programs implemented

2) Develop and manage an Employee Transportation Coordinator (ETC) Network to support workplace leaders in communicating available transportation options and resources.

   Metrics: Number of ETCs recruited, feedback from ETCs and worksites.

3) Serve as a liaison between employers and transportation service providers-including South Florida Commuter Services, Commute with Enterprise, Tri-Rail, Broward County Transit, BCycle, and microtransit operators-to provide information on available programs and services.

   Metrics: Number of connections activated between employers and transportation service providers

Goal 3—Measure Program Performance and Impact
Evaluate whether Commute Broward's outreach, employer interactions, and commuter benefit strategies are resulting in meaningful outcomes—using data to improve performance, strengthen partnerships, and ensure the program is delivering value.

Objectives:
1) Assess the impact of marketing and outreach in driving audience action.

   Metrics: Lead generation (number of new employer contacts generated through outreach), conversion rate (e.g., percent of audiences who take action such as submitting an inquiry, registering for a webinar, or requesting consultation, brand awareness (via post-event or partner surveys)

2) Evaluate the outcomes of direct employer reach outs

   Metrics: Number of cold calls, cold visits, and one-on-one consultations completed, lead-to-partnership conversion rate (e.g., % of employers who signed an MOU or adopted a commuter benefit program after outreach), average time from first contact to program implementation, qualitative feedback from employers and ETCs

By executing the goals and objectives outlined in Task Work Order 5, Commute Broward will deliver measurable results that enhance access to employment centers, support workforce stability, and strengthen regional economic competitiveness. Through targeted education, direct employer engagement, and responsive service delivery, Commute Broward will provide a clear return on investment for its stakeholders by offering cost-effective solutions that improve the commuting experience for employees and help employers attract and retain talent. The program's commitment to ongoing evaluation and continuous improvement ensures that Commute Broward remains an indispensable resource and trusted partner in advancing mobility options throughout Greater Fort Lauderdale.

Strategies and Deliverables

Task 1—Marketing, Communication, and General Brand Awareness

Task Summary
Commute Broward will continue to serve as Greater Fort Lauderdale's one-stop resource for commuter programs and services, providing employers and employees with clear access to transportation solutions that support workforce mobility. This task focuses on strengthening brand awareness and ensuring the community has reliable, centralized information about available commuting options. The Commute Broward website will remain a foundational resource, offering comprehensive and up-to-date details on transportation programs in one accessible platform. In addition to maintaining this digital hub, Commute Broward will expand its outreach through professional communication social media channels, including LinkedIn, by consistently sharing program updates, employer success stories, and highlights of commuter benefit offerings. Direct engagement with member organizations, such as the Human Resources Association of Broward County (HRABC), chambers of commerce, and economic development organizations, will further promote transportation services as tools for talent recruitment and retention. Participation in job fairs and community events will broaden Commute Broward's visibility and strengthen its connections with employers and employees throughout the region.

The efforts that will be carried out under Task 1 are:
- ✓ Maintain the Commute Broward website as a centralized resource for transportation information.
- ✓ Share updates regularly through social media channels.
- ✓ Attend and present at member organization meetings.
- ✓ Participate in job fairs and community events with partner agencies.

Deliverables:

Deliverable	**Target Timeframe**
Conduct reviews of website content accuracy	Monthly
Weekly social media content calendar	Monthly throughout the fiscal year
Social media and website traffic volume report	Weekly throughout the fiscal year
Professionally designed and printed Leave Behind (folder)	By August 31, 2025
Share transportation program updates via social media channels	At least once per month
Attend and present at four (4) member/community organization meetings	By June 30, 2026

Attend at least two (2) job fairs or community events	By June 30, 2026

Task 2—Direct Employer Engagement

Task Summary
Commute Broward will conduct direct outreach to employers to expand the application of commuter programs and benefits that help employees reach job centers more efficiently. This task targets medium and large employers along Broward's congested corridors, as identified in the BMPO's Congestion Management Update, 2022. Commute Broward will engage employers through cold calls, cold visits, and scheduled consultations, delivering tailored guidance on available commuter programs. This includes promoting Broward County Transit's Late Shift Connect, Tri-Rail's Employer Discount Program, South Florida Commuter Services' Guaranteed Ride Home, Commute with Enterprise vanpooling, Best Workplaces for Commuters, and cross-promoting FDOT's Express Coach program, administered by South Florida Commuter Services, among other commuter programs.

Commute Broward will recruit and support Employee Transportation Coordinators (ETCs) to serve as internal champions of employer transportation programs. Employers will also be invited to formally engage with Commute Broward through Memoranda of Understanding (MOUs), selecting Commuter Benefits Tier options that align with their workforce needs. Commute Broward will identify and engage one prominent large employer in Broward to receive Commute Broward's full suite of commuter benefit services at the Gold Tier level, as outlined in the Commuter Benefits Tiers framework. Services provided will include customized surveys, on-site events with transportation providers, individualized commuter plans, targeted outreach, detailed annual reporting, and other premium benefits designed to support workforce commuting needs. These services will be provided complimentary to the employer to maximize Commute Broward program visibility, demonstrate impact, and build credibility within the private sector.

Commute Broward will collaborate with South Florida Commuter Services to deliver targeted webinars for Human Resources professionals, focusing on commuting solutions for congested corridors and commuter benefit success stories. Qualitative feedback from employers and ETCs will be collected and shared with transportation providers to inform future programming.

The efforts that will be carried out under Task 2 are:
- ✓ Conduct cold calls, cold visits, and one-on-one consultations with employers to promote commuter benefit programs.
- ✓ Plan and host at least two HR-focused educational webinars in collaboration with South Florida Commuter Services.
- ✓ Facilitate formal partnerships by securing MOUs and guiding employers through the selection of Commuter Benefits Tiers.
- ✓ Select one prominent large employer in Broward and deliver Gold Tier services to them under Commute Broward's Commuter Benefits framework.

Deliverables:

Deliverable	**Target Timeframe**
Conduct employer outreach activities (cold visits)	One per month

Conduct employer outreach activities (cold calls)	Ten (10) per month
Host at least two (2) educational webinars in collaboration with SFCS	September 18, 2025, and TBD in 2026
Secure signed MOUs and facilitate employer selection of Commuter Benefits Tiers (minimum of four employers)	By June 30, 2026
Provide one (1) annual summary report of qualitative feedback from employers and ETCs to transportation partners	By June 30, 2026
Maintain Customer Relationship Management outreach tracker for employer contacts and ETC participation	Ongoing, with monthly updates
Written project activities log and summary to be submitted to BMPO staff to track progress, invoices, and deliverables	Bi-weekly, to be submitted in writing, via email, by the close of business on the second and fourth Mondays of each month.
Identify and onboard one (1) large employer for full Gold Tier service delivery	By June 30, 2026

Task 3—Support Public Involvement Events

Task Summary
The BMPO holds various events throughout the year to celebrate successes in transportation and mobility and to help educate the public and its peers on the latest industry trends. The TMA will support the BMPO public outreach efforts, including but not limited to the State of the Region Annual Awards, Let's Go Biking, and the Safe Streets Summit. The TMA may act as Fiscal Agent for events and may also assist in attracting sponsors for BMPO events on a minimal basis, as needed. The TMA will not assist with event planning, vendor management, guest registration, sponsor coordination, or other event-related activities. The BMPO's and TMA's duties and responsibilities related to this Task are more fully delineated in the Addendum which is attached to this Task Work Order and incorporated herein by reference.

Deliverables:

Deliverable	**Target Timeframe**
Support Public Involvement Events	July 1, 2025 – June 30, 2026

Schedule

The BMPO will be providing staff assistance to complete these tasks. The date range represents July 1, 2025, through June 30, 2026. The TMA and the BMPO intend to engage in an ongoing relationship beyond the establishment of Commute Broward and the execution of the TDM Study Implementation Plan to provide those who live, work, and play in Broward multiple transportation options.

Project Schedule TBD once core subtasks are reviewed and approved.

Budget

Commute Broward Implementation FY 2025/26 Staff Hour Estimates	
Marketing, Communication, and General Brand Awareness	Staff Hours FY 2026
1. Maintain Website and Social Media Presence	80
2. Create a Leave-Behind Collateral Folder	51
3. Deliver Presentations and Attend Events	90
Direct Employer Engagement	Staff Hours FY 2026
1. Conduct Employer Outreach	160
2. Hold Educational Webinars	112
3. Onboard One Large Employer for Full Service Delivery	140
Subtotal Hours	633 x $64.98/hr
	$41,132.34
Outreach & Educational Events	Staff Hours FY 2026
1. Support BMPO Events	81
Subtotal Hours	81 x $109.31/hr
	$8,854.11
GRAND TOTAL	$49,986.45

Total Amount Not To Exceed: **$ 49,986.45**

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TASK WORK ORDER No. 5 between BROWARD METROPOLITAN PLANNING ORGANIZATION and GREATER FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION for Transportation Demand Management Implementation.

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

Greater Fort Lauderdale Transportation Management Association Vice Chair

BY: _____

PRINT: Tasha Cunningham

DATE: _____

Broward Metropolitan Planning Organization Chair

BY: _____

PRINT: Yvette Colburn

DATE: _____

Greater Fort Lauderdale Transportation Management Association General Counsel

Approved as to form and legal sufficiency:

BY: _____

PRINT: Stephanie Toothaker, Esq.
TMA Board Secretary

DATE: _____

Broward Metropolitan Planning Organization General Counsel

Approved as to form and legal sufficiency for the use of the BMPO only:

BY: _____

PRINT: Alan L. Gabriel, Esq.
Weiss Serota Cole & Bierman, P.L.

DATE: _____

Greater Fort Lauderdale Transportation Management Association

Attest:

BY: _____

PRINT: Robyn Chiarelli, Executive Director

DATE: _____

Broward Metropolitan Planning Organization

Attest:

BY: _____

PRINT: Gregory Stuart, Executive Director

DATE: _____

Addendum to Task Work Order 5

Fiscal Agent for BMPO
Events

Document of Responsibilities

This Addendum to Task Work Order 5 is hereby included as part Task Work Order 5.

The following document outlines the responsibilities of both the TMA, acting as the Fiscal Agent, and BMPO, serving as the event organizer.

Guest Registrations:

- BMPO will establish a streamlined system for registering guests using EventBrite or a similar event management tool.
- BMPO will be responsible for inviting guests and referring them to the event management tool or directly to the TMA for payment.
- As the Fiscal Agent, the TMA will efficiently handle the collection of registration fees. This includes providing detailed invoices, W9s, receipts, and other necessary documentation required by registrants, as well as any documentation needed by government agencies to process payment.
- The TMA will collect and securely process funds received from registrants through various payment methods such as checks, credit cards, ACH transfers, or other electronic means.
- In case of cancellations, BMPO will handle discussions with registrants who may wish to cancel while the Fiscal Agent will diligently process refunds as required.
- The TMA will make a good faith effort to collect accounts receivable.

Sponsorships:

- As the Fiscal Agent, the TMA will efficiently process payments for sponsorships, providing sponsors with comprehensive invoices, W9s, receipts, and other necessary documentation required for payment processing, including any documentation needed by government agencies.
- The TMA will collect and securely process funds received from sponsors through various payment methods such as checks, credit cards, ACH transfers, or other electronic means.
- The TMA will provide sponsors with any appropriate documentation required for tax purposes.
- BMPO will ensure that sponsors receive all benefits provided by the sponsorship package they selected.
- In case of cancellations, BMPO will handle discussions with sponsors who may wish to cancel, while the Fiscal Agent will process refunds as required.
- The TMA will make a good faith effort to collect accounts receivable.

Vendors and Contractors:

- BMPO will carefully select vendors to carry out events.
- The TMA, as the Fiscal Agent, will process payments to vendors only after receiving written approval from BMPO.

- BMPO will be the main point of contact for vendor management and coordination.

Reporting/Documentation:

- The TMA, as the Fiscal Agent, will establish robust back-end accounting systems and protocols to streamline payment handling, coding, tracking, invoicing, disbursing, and reporting on funds.
- The TMA will provide timely updates upon request to allow BMPO to make educated decisions regarding event planning and facilitation.
- The TMA will provide a monthly financial report and a comprehensive financial closeout report, including end-of-project reconciliation. During the final month prior to the event, the TMA will provide bi-weekly financial reports.
- The TMA will meticulously account for all revenue and expenditures using an agreed-upon method and maintain appropriate ledgers to manage obligations and funds disbursement. Moreover, the TMA will retain records of program income and applicable credits by funding stream for the duration of its services.

General Principles:

- The TMA, as the Fiscal Agent, will ensure that all financial procedures strictly adhere to Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), and any other federal or state regulatory requirements. This will effectively minimize the risk of questioned or disallowed costs.
- BMPO will be responsible for any fees associated with electronic payment processors, Eventbrite fees, credit card processing, wire transfers, stop payment fees, bounced check fees, and any other extra charges.
- The TMA will not be responsible for any cancellation fees incurred for event space, vendors, or services in the case event cancellation. BMPO will bear the responsibility for any cancellation fees or penalties imposed by third-party entities.
- The TMA's financial responsibility is limited to the quantity of actual receivables. BMPO is required to reimburse the TMA for any differences within 60 days of the end of the event.
- Any costs exceeding the budgeted amount will be the sole responsibility of BMPO.
- BMPO is responsible for covering any unforeseen costs, overruns, or additional expenses related to the events.
- The TMA is not responsible for any financial losses or liabilities related to the events.

Exhibit 1

Agreement for Administrative Services
Between Broward Metropolitan Planning
Organization and
Greater Fort Lauderdale Transportation Management Association, Inc

Agreement for Administrative Services

Between The

Broward Metropolitan Planning Organization

And The

Downtown Fort Lauderdale Transportation Management Association, Inc.

This agreement ("Agreement") is made and entered into this 1 day of APRIL, 2021 by and between the **Broward Metropolitan Planning Organization** ("BMPO") created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes and the **Downtown Fort Lauderdale Transportation Management Association, Inc.** ("TMA"), a 501 (c) 3 non-profit corporation, collectively referred to as the "Parties".

WITNESSETH

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

WHEREAS, the Governor of Florida has designated the BMPO as the metropolitan planning organization for the Broward urbanized area and the BMPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation ("FDOT") and the affected units of general purpose local government within the Broward urbanized area; and

WHEREAS, the TMA is created pursuant to the provisions of Chapter 341, Florida Statutes which is known as the "Florida Public Transit Act" and is organized exclusively for social welfare and educational purposes as those terms are defined and limited by Section 501 (c) (3) of the Internal Revenue Code (1954), as amended.

WHEREAS, the TMA provides the following services:

(i) Provides a forum for developers, employers and property owners to address common transportation concerns and to work cooperatively with government to mitigate the impacts of traffic congestion through a transportation management program;

(ii) Reduce traffic congestion, air pollution, and parking needs by providing trolley service in the urban core and other high density areas;

(iii) Promotes efficient transportation demand management systems and programs that will enhance the area's competitiveness and economic vitality and continue its image as an attractive place in which to live, work, visit, and conduct business;

(iv) Administers contributions and grants to the TMA from public and private sources and funds under contracts with public agencies and private organizations, in accordance with the

terms and conditions of such contributions, grants, and contracts and in keeping with the purposes of the TMA as stated in its Articles of Incorporation and Bylaws; and

(v) Exercises all rights and powers granted to nonprofit corporations to fulfill its purposes, subject to such limitations as may be contained in the Articles of Incorporation or its Bylaws; and

WHEREAS, both the BMPO and the TMA are legally independent entities and have the authority to contract with other entities for the provision and exchange of certain products or services within the parameters as defined in this Agreement; and

WHEREAS, the TMA wishes to obtain certain products or support services from the BMPO to assist the TMA in improving transportation options through advocacy, programs, education, and services, and to contract with the BMPO for same; and

WHEREAS, the BMPO wishes to obtain certain products or support services from the TMA to assist the BMPO in managing the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law, and to contract with the TMA for same; and

WHEREAS, both the BMPO and the TMA have the authority to enter into this Agreement and to provide the products or services hereinafter described; and

WHEREAS, the purpose of this Agreement is to define the products or services to be provided and to fix the compensation for such.

NOW, THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS

Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated into this Agreement by reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

2. PURPOSE AND SCOPE

The purpose of this Agreement is limited to setting forth the terms and conditions applicable to the mutual provision of Products and Support Services (collectively referred to herein as the "Services"). The BMPO has no other authority, express or implied, over the TMA Governing Board, the TMA Executive Director, or the TMA Staff.

3. EFFECTIVE DATE, TERM AND TERMINATION.

a) **Effective Date.** This Agreement shall be effective as of April 1, 2021 ("Effective Date").

b) **Term.** This Agreement shall commence on the Effective Date (as defined herein) and

shall continue up to and include September 30, 2022. This Agreement shall automatically renew for successive two (2) year periods, unless either party shall give the other not less than ninety (90) days prior written notice of its intent not to allow the Agreement to renew.

c) **Termination for Convenience.** Either party may terminate this Agreement for convenience upon not less than one-hundred eighty (180) days prior written notice to the other party.

d) **Termination for Cause.** In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (Notice to Cure). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days after the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon fifteen (15) days written notice to the other party.

e) **Termination – Records and Payment.** Upon termination of this Agreement for any reason, each party shall turn over to the other party within a reasonable period of time (not to exceed 30 days) all records held by it with respect to this Agreement. Either party shall release all funds of the other party then held after application thereof to any outstanding amounts owed hereunder. The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of the other party's default under this Agreement.

After termination, this Agreement shall be of no further continuing effect and the parties shall have no obligations to each other hereunder except those specifically noted as surviving termination and those arising on or before the date of termination.

4. **TMA RESPONSIBILITY.**

(a) TMA shall endeavor to provide the following Services:

i. Leverage collective goals, such as to test new transportation innovations and trends;
ii. Conduct technical exchange related to resiliency and sustainability;
iii. Assist with project development related to transit;
iv. Strengthen collaborative opportunities with key Broward employers and property owners;
v. Maximize funding sources with private-sector contributions;
vi. Expand community reach of both the BMPO and the TMA;
vii. Reinforce staff skill sets; and
viii. Bolster one another's missions to achieve a measurable impact in Broward County.

(b) The TMA shall allow the BMPO to have the right to designate one board seat with full voting rights to the TMA Executive Board of Directors.

(c) The TMA shall engage and work cooperatively with BMPO staff to develop an annual Strategic Plan that benefits the missions of both Parties.

(d) The TMA shall execute the Strategic Plan in good faith.

(e) The TMA shall submit invoices to the BMPO on a monthly basis in a format acceptable to the BMPO and for fees defined in Section 6.

5. BMPO RESPONSIBILITY

(a) The BMPO shall provide the TMA access to BMPO support staff on a limited as-needed basis and with the prior verbal approval of the BMPO Executive Director.

(b) The BMPO shall review the TMA invoices and shall approve or reject such invoices within ten (10) business days after receipt. The BMPO shall process payment of any approved invoices within (30) calendar days after each invoice is approved.

(c) The BMPO shall have no management, control, or responsibility for TMA employees, and the TMA shall adopt and implement its own employment policies, including recruitment, retention, promotion, supervision, discipline and evaluation of TMA employees.

6. FEES

(a) The Parties shall cooperatively develop and mutually approve a budget that aligns with the scope of the Strategic Plan and those Services provided pursuant to this Agreement.

(b) The BMPO shall pay to the TMA a monthly fee for those Services provided to the BMPO by the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).

(c) The TMA shall pay to the BMPO a monthly fee for those Services provided to the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).

7. INDEMNIFICATION

In the event of any legal protests or litigation relating to any TMA procurements, employment matters or any other actions taken by the TMA while this Agreement is in effect, the TMA shall, to the extent permitted by law, save harmless, indemnify, and defend BMPO, BMPO's consultants and contractors, and their agents, officers and employees from any and all claims, losses, penalties, demands, judgments, and costs of suit, including, but not limited to, worker's compensation claims, and including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any party indemnified hereunder, whether for personal injury, property damage, direct or consequential damages, or economic loss, which arose from TMA's negligence with respect to

any actions taken by the TMA while this Agreement is in effect or resulting from the use by the TMA, or by any one for whom the TMA is legally liable, of any materials, tools or other property of BMPO. The TMA's obligations under the above section shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

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.

8. MISCELLANEOUS.

(a) **Notices.**

Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (i) by hand delivery to the person(s) hereinafter designated, or (ii) by overnight hand delivery (such as FedEx) addressed as follows, or (iii) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (iv) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

To BMPO: BMPO Executive Director
100 West Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, Florida 33309

With a copy to: Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

To TMA: TMA Executive Director
1700 SW 12th Street
Boca Raton, Florida 33486

With a copy to: Stephanie Toothaker, Esq.
401 East Las Olas Boulevard, Suite 130-154
Fort Lauderdale, Florida 33301

(b) **Force Majeure.**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances, which are reasonably beyond the control of the party

obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

(c) **Relationship of Parties.**
This Agreement is not intended to create and does not create an agency or independent contractor relationship between the BMPO and TMA.

(d) **Incorporation by Reference.**
The "Whereas" recitals, at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this agreement that are referenced to this Agreement are, by this reference made a part hereof and are incorporate herein.

(e) **Governing State Law; Venue.**
The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Broward County, Florida.

(f) **Severability.**
If any term, provision or remedy of this Agreement shall, to any extent. be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term, provision or remedy of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(g) **Headings.**
Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(h) **Construction.**
Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *"Fortius Contra Proferentem"* shall not be applied to the interpretation of this Agreement.

(i) **Assignability.**
This Agreement shall not be assigned by either party without the express written permission of the other party.

(j) **Entire Agreement/Amendments.**

This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

BMPO

ATTEST:

By: _____
Gregory Stuart, Executive Director

28 day of JANUARY, 2021.

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Frank Ortis, Chair

28 day of JANUARY, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the BMPO only:

By: _____
Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.

TMA Admin Services Agr. BMPO (FNL. 1.20.21)

TMA

ATTEST:

By: _____
Robyn Chiarelli, Executive Director

3rd day of February, 2021.

By: _____
Elizabeth Van Zandt, TMA Board Vice-Chair

2 day of February, 2021.

Approved as to form and legal sufficiency:

_____
Stephanie Toothaker, Esq.
TMA Board Secretary

DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION, INC.

By: _____
Gregory Stuart, TMA Board Chair

4 day of FEBRUARY, 2021.

Consent Item 5.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:

MOTION TO APPROVE Amendment No. 1 to the Tri-party Agreement Among Broward Metropolitan Planning Organization and City of Pembroke Pines and Metro Transportation Engineering & Construction Cooperative for Pembroke Pines Mobility Hub Capital Project

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will amend the MPO's existing Triparty Agreement with the City of Pembroke Pines and the Metro Transportation Engineering & Construction Cooperative (MTECC) for the Pembroke Pines Mobility Hub Capital Project to add $247,752 to the project's grant budget for pedestrian-scale lighting.

SUMMARY EXPLANATION/BACKGROUND:

The Broward MPO 2035 Long Range Transportation Plan identified the area within the City of Pembroke Pines near the intersection of Pines Boulevard (SR 820) and 103rd Avenue (one block west of the intersection of Pines Boulevard and Palm Avenue adjacent to the City Center development) as a Mobility Hub. The Broward MPO allocated Federal Transit Administration (FTA) funding for a Mobility Hub Master Plan, which was completed on November 20, 2020. The Master Plan produced site-specific work to further the design and implementation of improvements within the project area.

On December 16, 2020, the City of Pembroke Pines Commission passed Resolution 2020-R-52, which endorsed the recommendations of the Pembroke Pines Mobility Hub Master Plan and supported the MPO's efforts to prepare the recommended capital improvements for FTA funding. On July 26, 2024, the Broward MPO submitted to FTA an amendment to the existing Capital Mobility Hub Grant Agreement Number FL-2020-012-01 for the Pembroke Pines Mobility Hub Project in the amount of $2,624,000 of FTA grant funding. The City of Pembroke Pines City Commission adopted Resolution 2024-R-27 on August 21, 2024, approving and adopting the Tri-party Agreement for the Project. The Metro Transportation Engineering & Construction Cooperative (MTECC) adopted Resolution 2024-05 at its meeting on September 9, 2024, authorizing the MTECC Chair to execute the Tri-party Agreement for the Project. The Broward MPO approved and executed the Tri-party Agreement at its meeting on September 12, 2024. For the City's and MPO's respective Triparty Agreements and MTECC's Resolution, please see Attachment 1.

In late 2024, MTECC commenced work on the project, including the update of preliminary planning-level cost estimates from the 2020 Pembroke Pines Mobility Hub Master Plan. The updated MTECC Engineer's Cost Estimate required removing the pedestrian-scale lighting for the new shared-use path from the base bid due to inflation and cost escalation. To avoid including the pedestrian lighting, which is essential for the safety and security of the project, as a bid option, the Broward MPO completed a comprehensive analysis to identify cost savings from other FTA grants. The Broward MPO identified cost savings from FTA Grant No. FL-2016-028 in the amount of $247,752 and requested FTA to re-purpose these funds for the funding gap for the pedestrian-scale lighting in the Pembroke Pines Mobility Hub project's base bid. The Broward MPO submitted a Budget Revision to the FTA on February 25, 2025 to request that the $247,752 be used for pedestrian-scale lighting at the Pembroke Pines Mobility Hub. On March 5, 2025, the Budget Revision for Federal Award was approved by the FTA.

The City of Pembroke Pines City Commission adopted Resolution 2025-R-14 on May 7, 2025 (please see Attachment 2), approving and adopting Amendment No. 1 to the Tri-party Agreement. The MTECC Board is set to adopt a Resolution at its meeting on June 12, 2025, authorizing the MTECC Chair to execute Amendment No. 1 to the Tri-party Agreement.

For the proposed Amendment No. 1 to the Tri-party Agreement between the Broward MPO, City of Pembroke Pines, and MTECC, please see Attachment 3. 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 Amendment No. 1 to the Tri-party Agreement between the Broward MPO, City of Pembroke Pines, and MTECC for the Pembroke Pines Mobility Hub Capital Project.

ADDITIONAL INFORMATION/PREPARER:

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

Attachments

1. Executed Triparty Resolution and Agreements
2. City of Pembroke Pines - Resolution 2025-R-14
3. Amendment No. 1 to the Triparty Agreement for the Pembroke Pines Mobility Hub Capital Project

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 21.

File ID: 2024-R-27 **Type:** Resolution **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 07/22/2024

Short Title: Mobility Hub Planning, Design and Implementation **Final Action:** 08/21/2024

Title: MOTION TO ADOPT PROPOSED RESOLUTION 2024-R-27

PROPOSED RESOLUTION 2024-R-27 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING AND ADOPTING THE TRIPARTY AGREEMENT AMONG BROWARD METROPOLITAN PLANNING ORGANIZATION ("MPO") AND CITY OF PEMBROKE PINES AND METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE ("MTECC") FOR PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT.

***Agenda Date:** 08/21/2024 **Enactment Date:** 08/21/2024

Agenda Number: 21. **Enactment Number:** 3875

Internal Notes:

Attachments: 1. Exhibit A Draft Pembroke Pines HUB Capital Triparty Agr 7-3-2024.docx, 2. Exhibit A_Design SOW_Pembroke Mobility Hub Final Design_MTECC _March 2024.docx, 3. Exhibit B- Project Deliverables Listing_Pembroke Mobility Hub_May 2024.docx, 4. Exhibit C_Project Budget_Mobility Hub_PEMBROKE PINES_COST ESTIMATE_May 2023.xlsx, 5. Resolution 2024-R-27 - MPO tri-party mobility hub agreement (00615132xC4B6A).pdf

Related Files:

1 City Commission 08/21/2024 adopt Pass

Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Rodriguez, to adopt Proposed Resolution No. 2024-R-27. The motion carried by the following vote:

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. In February 2018, the City Commission adopted Resolution No. 3592 supporting a study related to the Planning, Design and Implementation of a City Center Mobility Hub.

2. In November 2018, the City with assistance from the Broward Metropolitan Planning Organization (MPO) held a Mobility Workshop in the City Commission Chambers at the

Charles F. Dodge City Center with members of the public, advisory boards, staff as well as City Commission in attendance to discuss mobility concepts and projects including a mobility hub within City Center.

3. The MPO and their consultants studied the mobility needs and options for City Center and the surrounding areas. The team then created recommendations to improve mobility into and around City Center.

4. The MPO and their consultants then shared their recommendations and draft versions of the Mobility Hub Master Plan with staff for their review and comment.

5. The recommendations within the Master Plan include, but are not limited to the following:

A. Relocation and enhancements to the four primary bus shelters that serve City Center on Pines Boulevard. Including a signature bus shelter incorporating themes from City Center.
B. Micro shelters for community bus service within City Center.
C. Enhanced pedestrian crossings on Pines Boulevard at the intersections of 103rd and 106th.
D. A multi-use path with signage and site lighting along Washington Street connecting City Center with Hiatus Road and the Raintree passive park.
E. Improved connectivity to transit and multimodal transportation.

6. In December 2020, the City Commission adopted Resolution No. 3727 supporting the MPO with funding through their Federal Transit Administration (FTA) Mobility Hub fund. The MPO worked with their consultants to further refine the cost estimates and complete the project application for the FTA.

7. The project application for FTA grant funding was approved. The City, MTECC and the MPO drafted a subrecipient agreement that outlines the roles and responsibility for each agency moving forward in Exhibit A - Pembroke Pines HUB Capital Triparty Agreement. MTECC will be designing the project per Local Agency Program(LAP) standards, which is a requirement of the FTA.

8. Administration recommends approving proposed resolution 2024-R-27.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Not Applicable
b) Amount budgeted for this item in Account No: Not Applicable
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 5-year projection of the operational cost of the project: Estimated costs unknown at this time, City will be responsible for maintenance of improvements after completion
e) Detail of additional staff requirements: No direct cost, however, staff will need to expend their time for meetings and review

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

PROPOSED RESOLUTION NO. 2024-R-27

RESOLUTION NO. 3875

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA; ACCEPTING GRANT FUNDING FOR THE PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT; AUTHORIZING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE TO ENTER INTO A TRIPARTY AGREEMENT WITH THE BROWARD METROPOLITAN PLANNING ORGANIZATION ("MPO") AND METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE ("MTECC") FOR THE PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT; AUTHORIZING AN EXPENDITURE NOT TO EXCEED $485,000.00 OF CITY FUNDS IN CONNECTION WITH THE MOBILITY HUB CAPITAL PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pembroke Pines (the "City") desires to provide first class amenities to all users of the Pembroke Pines Mobility Hub Capital Project; and

WHEREAS, the Broward Metropolitan Planning Organization (BMPO) is the grantee of the Flex Funds (hereinafter referred to as the "Grant") from the Federal Transit Administration ("Grantor") for the Pembroke Pines Mobility Hub Capital Project (the "Project") identified as Financial Management Number 4334293; and

WHEREAS, successful implementation of the Project requires a collaboration between the BMPO, CITY, and MTECC (the "Parties") through a triparty agreement (the "Agreement"); and

WHEREAS, the BMPO has set aside $262,400.00 for BMPO administration and oversight of the Project and $2,361,600.00 to reimburse MTECC's design and construction of the Project improvements shown in Exhibit "A", which is located in

the City of Pembroke Pines ("Grant Funds"); and

WHEREAS, the CITY has agreed to fund $485,000.00 inclusive of $450,000.00 for a City-sponsored pedestrian crossing and $35,000.00 toward a Project Delivery Fee to the MTECC (collectively, the "Local Funds"); and

WHEREAS, the CITY anticipates that up to $450,000.00 of the Local Funds will be paid through funds the City expects to receive from an unrelated project to the City's Traffic Engineering Improvement Fund; and

WHEREAS, the Parties to the Agreement desire to participate cooperatively to utilize the Grant funds and the Local Funds to implement the Project; and

WHEREAS, the Agreement is intended to define those roles and responsibilities of the Parties with respect to the development, engineering, construction, and maintenance of the Project including, but not limited to, procurement activities, invoicing, review and approval of eligible costs, compliance with grant provisions including conformance with scope, schedule, and budget and related timely reporting, as well as all Grantor's requirements and related reporting that were not enumerated in this Agreement; and

WHEREAS, BMPO will use the Grant Funds as the mechanism to reimburse MTECC, as MTECC completes specified work documented in progress reports submitted with invoices for this Project; 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 MTECC; and

PROPOSED RESOLUTION NO. 2024-R-27

RESOLUTION NO. 3875

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that Parties comply with Grant requirements; and

WHEREAS, the Parties desire to enter into an Agreement whereby the duties and obligations of each party to the others are set forth therein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA THAT:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

Section 2: That the City Commission hereby accepts the future budgeting and funding resources projected to be necessary for maintenance contingency and supports the Pembroke Pines Mobility Hub Capital Project as outlined and described within the Agreement.

Section 3: The City Commission of the City of Pembroke Pines hereby authorizes the City Manager or the City Manager's designee to execute the Triparty Agreement between the BMPO, MTECC, and the City for the Pembroke Pines Mobility Hub Capital Project.

Section 4: If any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications

PROPOSED RESOLUTION NO. 2024-R-27

RESOLUTION NO. 3875

of this resolution.

Section 5: All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 6: That this resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA THIS 21ST DAY OF AUGUST, 2024.

ATTEST:

DEBRA E. ROGERS, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CITY OF PEMBROKE PINES, FLORIDA

BY: _____
ANGELO CASTILLO

CASTILLO	AYE
GOOD	AYE
SCHWARTZ	AYE
RODRIGUEZ	AYE
HERNANDEZ	AYE

{00615132.2 1956-7601851 }

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 21.

File ID: 2024-R-27 **Type:** Resolution **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 07/22/2024

Short Title: Mobility Hub Planning, Design and Implementation **Final Action:** 08/21/2024

Title: MOTION TO ADOPT PROPOSED RESOLUTION 2024-R-27

PROPOSED RESOLUTION 2024-R-27 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING AND ADOPTING THE TRIPARTY AGREEMENT AMONG BROWARD METROPOLITAN PLANNING ORGANIZATION ("MPO") AND CITY OF PEMBROKE PINES AND METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE ("MTECC") FOR PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT.

***Agenda Date:** 08/21/2024 **Enactment Date:** 08/21/2024

Agenda Number: 21. **Enactment Number:** 3875

Internal Notes:

Attachments: 1. Exhibit A Draft Pembroke Pines HUB Capital Triparty Agr 7-3-2024.docx, 2. Exhibit A_Design SOW_Pembroke Mobility Hub Final Design_MTECC _March 2024.docx, 3. Exhibit B- Project Deliverables Listing_Pembroke Mobility Hub_May 2024.docx, 4. Exhibit C_Project Budget_Mobility Hub_PEMBROKE PINES_COST ESTIMATE_May 2023.xlsx, 5. Resolution 2024-R-27 - MPO tri-party mobility hub agreement (00615132xC4B6A).pdf

Related Files:

1 City Commission 08/21/2024 adopt Pass

Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Rodriguez, to adopt Proposed Resolution No. 2024-R-27. The motion carried by the following vote:

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. In February 2018, the City Commission adopted Resolution No. 3592 supporting a study related to the Planning, Design and Implementation of a City Center Mobility Hub.

2. In November 2018, the City with assistance from the Broward Metropolitan Planning Organization (MPO) held a Mobility Workshop in the City Commission Chambers at the

Charles F. Dodge City Center with members of the public, advisory boards, staff as well as City Commission in attendance to discuss mobility concepts and projects including a mobility hub within City Center.

3. The MPO and their consultants studied the mobility needs and options for City Center and the surrounding areas. The team then created recommendations to improve mobility into and around City Center.

4. The MPO and their consultants then shared their recommendations and draft versions of the Mobility Hub Master Plan with staff for their review and comment.

5. The recommendations within the Master Plan include, but are not limited to the following:

A. Relocation and enhancements to the four primary bus shelters that serve City Center on Pines Boulevard. Including a signature bus shelter incorporating themes from City Center.
B. Micro shelters for community bus service within City Center.
C. Enhanced pedestrian crossings on Pines Boulevard at the intersections of 103rd and 106th.
D. A multi-use path with signage and site lighting along Washington Street connecting City Center with Hiatus Road and the Raintree passive park.
E. Improved connectivity to transit and multimodal transportation.

6. In December 2020, the City Commission adopted Resolution No. 3727 supporting the MPO with funding through their Federal Transit Administration (FTA) Mobility Hub fund. The MPO worked with their consultants to further refine the cost estimates and complete the project application for the FTA.

7. The project application for FTA grant funding was approved. The City, MTECC and the MPO drafted a subrecipient agreement that outlines the roles and responsibility for each agency moving forward in Exhibit A - Pembroke Pines HUB Capital Triparty Agreement. MTECC will be designing the project per Local Agency Program(LAP) standards, which is a requirement of the FTA.

8. Administration recommends approving proposed resolution 2024-R-27.

FINANCIAL IMPACT DETAIL:

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a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

MTECC & BMPO PROPOSED 7.3.24

TRIPARTY AGREEMENT

AMONG

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

CITY OF PEMBROKE PINES

And

METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

For

PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT

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

AND

CITY OF PEMBROKE PINES, a Florida municipal corporation hereinafter referred to as "CITY",

AND

METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE, created pursuant to Section 163.01, F.S. hereinafter referred to as "MTECC"

WHEREAS, the BMPO, CITY, and MTECC hereinafter collectively referred to as the "Parties".

WHEREAS, the BMPO Metropolitan Transportation Plan ("MTP") developed the concept of a Mobility Hub as a transit access point with frequent transit service, high development potential, and critical point for trip generation or transfers within the transit system; and

WHEREAS, the Federal Highway Administration ("FHWA") transferred to the Federal Transit administration ("FTA") certain eligible regional surface transportation funds for the benefit of the use by BMPO, and FTA has provided these funds available through the Urbanized Area Formula Grant program (49 USC §5307) (the "Flex Funds"); and

WHEREAS, the BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the FTA; and

WHEREAS, the BMPO is the Grantee of the Flex Funds (hereinafter referred to as the "Grant") from the FTA ("Grantor") for the Pembroke Pines Mobility Hub Capital Project (the "Project") identified as Financial Management Number 4334293; and

WHEREAS, the BMPO has set aside $262,400 for BMPO administration and oversight and $2,361,600 ("Grant Funds") to reimburse MTECC's design and construction of the Project improvements shown in Exhibit "A", which is located in the City of Pembroke Pines; and

WHEREAS, the CITY has agreed to fund $450,000 of Local Funds plus costs of CITY requested betterments, and cost overruns (collectively, the "Local Funds"); and

WHEREAS, the Parties to this Agreement desire to participate cooperatively to utilize the Grant and Local Funds to implement the Project; and

WHEREAS, this Agreement is intended to define those roles and responsibilities of the Parties with respect to the development, engineering, construction, and maintenance of the Project including, but not limited to, procurement activities, invoicing, review and approval of eligible costs, compliance with grant provisions including conformance with scope, schedule, and budget and related timely reporting, as well as all FTA requirements and related reporting that were not enumerated in this Agreement; and

WHEREAS, BMPO will use the Grant as the mechanism to reimburse MTECC, as MTECC completes specified work documented in progress reports submitted with invoices for this Project; 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 MTECC; and

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that Parties comply with Grant requirements; and

WHEREAS, the Parties desire to enter into an Agreement whereby the duties and obligations of each party to the others are set forth therein;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties 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 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 **Effective Date**– This Agreement shall take effect on the date executed by the last of the Parties.

1.3 **BMPO Board** – The Broward Metropolitan Planning Organization Board.

1.4 **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, MTECC, and FTA.

1.5 **Grant Agreement** –The Grant Agreement (available by the BMPO upon request) outlines the scope, requirements and funding for the project. The grantor is FTA and grantee is BMPO. Condition to and subject to successful grant obligation by FTA.

1.6 **Grant Funds** - the Grant Agreement has provided to BMPO as grantee a total of $2,624,000, and BMPO has set aside $262,400 for BMPO administration and oversight and $2,361,600 ("Grant Funds") to reimburse MTECC's design and construction of the Project improvements shown in Exhibit "A".

1.7 **MTECC Contracting Officer** - The Executive Director of MTECC, or his/her designee. The primary responsibilities of the MTECC Contracting Officer are to coordinate and communicate with the CITY and 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, the Parties may rely on the instructions or determinations made by the MTECC Contracting Officer; provided, however, that such instructions and determinations do not change the Project.

Local Funds – Refers to the "non-federal" CITY contribution of $$450,000, not funded by FTA necessary to pay for the completion of a project component, more particularly described in Section 3.3.4.5.

1.8 **Local Match** – Toll Credits provided to the BMPO by the Florida Department of Transportation are being used to provide the Local Match on this Project.

1.9 **Obligation (Grant)** – Refers to the federal government's legal commitment pursuant to the Grant to pay the federal share of the Project's cost.

1.8 **Project** – The Project consists of the services described in Article 2 hereof.

1.9 Project Delivery Fee refers to the City contribution of $35,000.00 of non-federal funds to cover MTECC project administrative costs described in Section 3.3.4.4.

ARTICLE 2
PURPOSE AND SCOPE

2.1 The purpose of this Agreement is to set out the terms and conditions for MTECC to provide for the design and construction of the Project. The Project's improvements are shown in Exhibit "A" attached hereto incorporated by reference.

2.2 In Fiscal Year 2025, the BMPO will make available $2,361,600 of funds from the Grant for the implementation of the Project. 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 utilize the Grant Funds, subject to FTA's Obligation, to reimburse MTECC to complete the design and construction of the agreed Project improvements. The solicitation of design professionals and/or contractors for the Project shall not commence until the BMPO has executed the Grant Agreement.

ARTICLE 3
BMPO AND CITY REQUIREMENTS

3.1 BMPO Requirements – The BMPO will have the following overall requirements for the Project after the obligation of the Federal Grant funds:

3.1.1 Grant Oversight – BMPO shall have the overall responsibility for oversight and administration of the Grant to ensure MTECC implements the Project in accordance with the Grant requirements. This will include, but not limited to, review and approval of procurement documents, progress reports provided by MTECC and follow up on any required issues. BMPO will participate in periodic meetings with the Parties to review the status of Project implementation, activities, and utilization of Grant and Local Funds.

3.1.2 Invoice Review and Approval, Grant Reimbursements and Audits– BMPO shall review the invoices submitted by MTECC for the reimbursement of eligible Grant Agreement expenses in accordance with Section 6. BMPO will make payment to MTECC, in accordance with the BMPO prompt payment policies. BMPO will submit eligible costs to the FTA for reimbursement. BMPO will conduct or cooperate in any audits of the Project as required by the Grantor or any federal or state agency.

3.1.3 Grant Close-Out – Pursuant to Grant requirements, BMPO shall provide for the overall Grant close out process in partnership with CITY.

3.1.4 Annual Monitoring – BMPO shall monitor the Project as required by the Grantor to ensure project elements are in place and maintained for the useful life of the Project. The CITY agrees to the continued operation of the Project for its originally intended purpose for a minimum of the useful life of the assets. The Grant requires the CITY to provide annual reports to the BMPO on the condition of the assets through the useful life of the Project and be responsible for repayment to FTA

should the assets be taken out of service before the useful life is met. The Grant requires the CITY to be responsible for maintenance of the Project and related utilities, facilities, and equipment after completion of the work.

3.2 MTECC Requirements – MTECC shall be responsible for the design, construction, and construction engineering inspection (CEI) of the Project in compliance with all Grant requirements. MTECC will implement these elements within the Federal and grant requirements on behalf of the BMPO and CITY. These elements will include the following major components:

3.2.1 Project Management – MTECC shall provide a project manager to lead the design and construction of the Project including managing the design consultant and the Construction Engineering and Inspection ("CEI") consultant. Key activities are shown below:

3.2.1.1 Project Lead – Provide overall direction on behalf of BMPO for the implementation of the Project. Responsible for the development of monthly progress and financial reports and invoices for submittal to the BMPO as required in Article 6. The financial reports and invoice format and content of monthly invoice to be approved by the BMPO. Reimbursements will occur on a monthly basis to MTECC.

3.2.1.2 Oversight of Design Consultant – Provide the oversight and management of the MTECC design consultant. Reviews and recommends approval of MTECC design consultant invoices prior to submittal to the BMPO. Manages the design review process. Ensures the designs are complete in accordance with the Project scope. Provides oversight of the development of the plans and specifications for the construction bid process.

3.2.1.3 Oversight of the Construction, and Construction Engineering and Inspection (CEI) Consultant - Provide oversight and management of the construction contract. Provide oversight and management of MTECC CEI consultant who will provide day to day oversight of the construction contractor ("Contractor"). Reviews and recommends approval of construction contract and CEI consultant invoices prior to submittal to the BMPO. Ensures the CEI provides proper oversight of the construction activities in accordance with the Project plans and specifications. Provides oversight of the construction bid process and overall construction activities. Provides BMPO with documentation of CEI activities and finding in a monthly report signed by professional engineer.

3.2.1.4 Progress Reporting - Preparation of monthly progress reports for distribution to BMPO.

3.2.1.5 Project Close-Out and Transfer – Provides the direction and oversight of the Project close-out and partners with MTECC to

participate in the close-out in accordance with Article 6. After approval of the completed Project, CITY will assume the Project improvements in their respective jurisdictions for operations and maintenance.

3.2.2 Procurement – MTECC shall procure the design, construction, and CEI consultants for the Project. MTECC shall ensure that the procurement follows all Federal and grant requirements and provide documentation to BMPO.

3.2.3 Project Design – MTECC shall ensure the design meets the scope, budget, and schedule set for the Project under Federal and Grant requirements. The BMPO and CITY may be part of routine project briefings and review of the design for meeting the Project goals. The design will include the development of a complete design in 30%, 60%, and 100% plans with design reviews at each stage. Once the design is complete MTECC and its design consultants will develop the plans, specifications, and preparation for all materials to bid the construction of the Project.

3.2.4 Project Construction – MTECC shall ensure the construction meets the scope, budget, and schedule set for the Project under the Federal and Grant requirements in accordance with the design plans and specifications. This will include:

3.2.4.1 CEI – MTECC shall ensure the proper CEI for the overall construction of the Project. This will include oversight of the construction including required materials testing, monitoring of construction activities, and review and recommendations on contractor progress reports (invoices), and project close out.

3.2.4.2 Construction – MTECC will ensure through a qualified contractor the construction of the Project.

3.2.4.3 Project Close-Out and Acceptance – MTECC will provide, through the Project Manager and CEI, the proper oversight and close-out of the construction of the Project. MTECC will coordinate with the BMPO on the close-out and the BMPO will review the materials and when satisfied with the close-out accept the Project from MTECC.

3.2.5 Right of Way Certification – MTECC will take the lead in partnership with CITY to secure the certification/easements required to provide the required use of right of way for the Project.

3.3 CITY Requirements – The CITY are owners and operators of the Project and the key requirements include:

3.3.1 Local Funds – The CITY will pay Local Funds of $35,000 and 10% of the Project Budget in Exhibit "D" as defined above to MTECC within 30 days of the execution

of this Agreement. The remainder of the Local Funds shall be paid within 30 days of the CITY acceptance of 30% design plans for the Project.

3.3.2 Environmental Clearance – The CITY will provide documentation of environmental clearances required for the Project to move forward to the design and construction stage of the Project.

3.3.3 Right of Way Certification – The CITY in partnership with MTECC will secure the certification/easements required to provide the required use of right of way for the Project.

3.3.4 Responsibility for Project Expenses – The CITY shall be solely responsible for all costs related to the completion of the Project, inclusive of all hard costs, soft costs, administrative fees, and related expenditures ("Project Expenses"). Project Expenses may include those expenses deemed reimbursable under the Grant Agreement ("Reimbursable Expenses") as well as non-reimbursable expenses, which are comprised of any additional work, costs, fees, or expenses related to the Project beyond Reimbursable Expenses ("Non-Reimbursable Expenses"). MTECC shall prepare requests for reimbursement on behalf of the CITY for submission to the BMPO in the form set forth in the Grant Agreement. Notwithstanding, the CITY shall be responsible for all Project Expenses that are not reimbursed by the BMPO under the Grant Agreement.

3.3.4.1 Project Account; Payment of Project Expenses. The CITY shall, prior to the award of a contract/task order to the Contractor for the design or construction of the Project, advance to MTECC an amount equal to 10 percent of the Project Budgeted Expenses included in Exhibit "D" (the "Operating Contribution"). The Operating Contribution shall be separate from, and above and beyond, the amount of Local Funds and in the form of CITY funds. The Operating Contribution shall be held by MTECC in a designated Project Fund, which may be a Sub-fund of the overall MTECC Trust Fund to pay Project Expenses (the "Project Fund").

3.3.4.2 Payment of Project Expenses. The Contractor and consultants shall submit invoices for work on the Project to MTECC. MTECC shall pay all Contractor and consultant invoices from the Project Fund. Concurrent with each Contractor and consultant payment, MTECC shall prepare a request for reimbursement on behalf of the CITY for submission to BMPO in the form set forth in the Grant Agreement. MTECC shall deposit all Reimbursement Payments into the Project Fund. If at any time during the Project, the balance of funds available in the Project Fund are insufficient to pay for Project invoices, MTECC shall notify the CITY and the CITY shall, within

fourteen (14) days of receipt of such notice, increase the Operating Contribution in an amount necessary to timely pay such Project invoices.

3.3.4.3 Disbursement of Project Account Balance. Within thirty (30) days of the acceptance of the Project by the CITY and payment of all outstanding invoices, MTECC shall transfer any remaining balance of the CITY funded (excludes Grant) Project Fund to the CITY.

3.3.4.4 Project Delivery Fee. The CITY shall pay to MTECC, a fee in the amount of $35,000 for direct Project support (the "Project Delivery Fee"). The Project Delivery Fee is not budgeted Project Expense and will not be deposited into the Project Fund.

3.3.4.5 CITY Sponsored Pedestrian Crossing. The CITY desires an additional pedestrian crossing over Pembroke Pines Blvd. The CITY is responsible for providing the funding to MTECC for the pedestrian crossing, which is estimated in Exhibit "D" at $460,000.

3.3.4.6 Betterments. The CITY may request during the design phase for certain additional improvements above and beyond the scope of the Grant. A request for Betterments must be made to MTECC, which has no obligation to accept the request, and all costs are borne by the CITY, which shall be advanced to MTECC at the time the betterment is approved by the CITY and MTECC.

3.3.4.7 Stockpile of Project Deliverables. The CITY may in coordination with MTECC and the Project design pay using the CITY's tax-exempt status for select Project Deliverables while ensuring the Project Deliverables are eligible for grant funding to eliminate the payment of State of Florida sales tax on these Project Deliverables. MTECC will reimburse the CITY from eligible grant funds available to MTECC for stockpiled Project Deliverables purchased direct by the CITY that are grant eligible after the receipt of an acceptable invoice from the CITY.

3.3.5 Project Operations and Maintenance – The CITY will participate in the review of the Project close-out to ensure the Project elements are complete. The CITY will be responsible and provide for the operations and maintenance of the Project elements in accordance with the Grant requirements.

3.3.5.1 Access to Project Site. The CITY shall grant and/or obtain a right of way certification for the Project site, as necessary, permitting ingress and egress to MTECC and any and all Contractors and any

other agent or representative of, or engaged by MTECC to facilitate the completion of the Project.

3.3.5.2 Ownership of Project Deliverables. The CITY shall, as the third-party beneficiary of the Project Delivery Agreement, be the beneficial owner of all Project deliverables provided by the Contractor in the performance of the Project Miles, which are attached as Exhibit "B" (the "Project Milestones"). The Project Deliverables include, but are not limited to, design drawings, design documents, site reports, engineering reports, and completed construction.

3.3.5.3 Enforcement of Warranties. The CITY shall be solely responsible for the enforcement of any and all warranties, as applicable, for labor and materials on the Project upon acceptance of the Project.

3.3.5.4 Claims for defects. The CITY shall be solely responsible for the prosecution of any and all claims for defects workmanship and/or design services upon acceptance of the Project.

3.3.5.5 Maintenance Agreements. The CITY shall be responsible for securing any required Maintenance Agreements where the CITY is responsible for maintenance for applicable elements of the Project Deliverables on right-of-way owned other governmental entities.

3.3.6 Permitting – The CITY agrees to review, pay, and expedite approval of all required permits for the improvements within their respective authority and jurisdiction.

ARTICLE 4
GRANT PASS THROUGH REQUIREMENTS

Grant Indemnity – CITY failure to reasonably perform its obligations related to the receipt of the Grant Funds shall constitute a material breach of this Agreement. The 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 CITY, MTECC or its contractor or subcontractor, its obligations related to the receipt of the Grant Funds, including, any demand for return of all or a portion of the Grant Funds (including interest and penalties).

ARTICLE 5
TERM

This Agreement shall be effective upon execution by all Parties and shall continue in full force

and effect until each Party has performed all obligations and responsibilities for project implementation under this Agreement, with respect to the Grant Funds imposed on BMPO by FTA for receipt of federal funds under the Grant for the Project. Upon completion of the Grant, the BMPO will provide a closeout letter to all Parties.

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. Those obligations related to the maintenance and related reporting requirements shall survive the termination of this Agreement.

ARTICLE 6
CONSIDERATION AND PAYMENT

6.1 The BMPO shall have no obligation to independently fund the costs of the Project.

6.2 Reimbursement of BMPO and MTECC's expenses for the Project funded under the Grant shall be subject to the cost principles set forth in the OMB Final Rule (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), as well as the applicable provisions of the Grant. The BMPO agrees to reimburse MTECC for its expenditures that are allowable under the Grant for the Project. The BMPO shall charge costs associated with the BMPO's oversight of the Project.

6.3 MTECC shall be reimbursed for the eligible costs on a monthly basis for progress on the Project. MTECC shall submit monthly invoices with proper backup documentation in a format provided by BMPO.

Upon receipt of a properly documented invoice, BMPO shall pay MTECC within 30 days utilizing the Grant. The invoice shall include payroll records and invoices from MTECC's contractor(s) and proof of payment to contractor(s) to verify that MTECC has incurred the costs set out in its invoice. The BMPO reserves the right to require MTECC to submit additional reasonable documentation to verify that MTECC has incurred the costs set out in its invoice.

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 MTECC and the Parties agree to timely meet to resolve any such disputes.

6.4 Completion of the construction phase will be deemed to have occurred when MTECC 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 approved Project plans and specifications.

At the completion of the Project, MTECC shall provide verified actual costs satisfactorily demonstrated to have been expended by all contractors for completion of the Project. Upon satisfactory review and approval of all required documentation from MTECC, the BMPO shall pay the balance of the total contract amount after the costs previously invoiced and reimbursed.

6.5 The BMPO's obligation to provide reimbursement to MTECC shall be limited to the availability of grants funds to BMPO from FTA, which are specifically earmarked for the Project. In the event that Grantor shall deny any of BMPO's request for payments relating to the Project, or if Grantor shall request the return of any Grant Funds relating to the Project that have been previously paid, MTECC shall, within sixty (60) days of receiving notice from BMPO of Grantor's denial or request for return of Grant Funds already paid, return to BMPO the funds that Grantor has declined to reimburse or requested to be returned. CITY and MTECC requirement to return funds shall include the payment of any interest or penalties required by Grantor.

ARTICLE 7
GOVERNMENTAL IMMUNITY AND LIABILITY

7.1 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 Parties are state agencies or political subdivisions as defined in Chapter 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.

7.2 The City and BMPO hereby release and hold harmless MTECC, and its officers and employees, from any 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 any of MTECC's contractors or sub-contractors and other persons employed or utilized by MTECC's contractors or sub-contractors in the performance of the Project.

7.3 MTECC shall require that its contractors indemnify and hold harmless, the City and BMPO, and their officers, employees, and elected officials, 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 contractors and other persons employed or utilized by the contractors in the performance of its contract with the MTECC.

ARTICLE 8
INSURANCE

MTECC is an entity subject to Section 768.28, Florida Statutes, and MTECC shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final execution of this Agreement. MTECC shall ensure that all consultants and contractors provide written verification of insurance to protect Parties as shown in Exhibit "C".

MTECC shall also ensure that all consultants and contractors shall endorse the City. BMPO and MTECC as Additional Insureds with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. MTECC shall further ensure that all consultants and contractors shall add the City, BMPO and MTECC as additional named obligees to any performance bonds relating to the Project.

ARTICLE 9
DISPUTE RESOLUTION / TERMINATION

9.1 Resolution of Disputes: If the Parties to this Agreement are unable to resolve any issue, an Agreement will be drafted for the CITY and BMPO to in which they may be in disagreement covered in herein, such dispute will be resolved in the following manner:
(a) First, the disputing parties will meet together through the BMPO Executive Director, the respective municipal manager or administrator and the MTECC Contract Officer, or their respective designee:
(b) If the disputing parties are still unable to resolve the dispute, the disputing parties agree to further attempt to resolve the dispute in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes or such other processes deemed mutually agreeable and appropriate by the parties involved.

9.2 This Agreement may not be terminated by the Parties until all requirements of the FTA Grant are met.

9.3 This CITY may assume the MTECC requirements in the Agreement, with BMPO concurrence, for reasons including, but not limited to, MTECC'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.

9.4 This unless otherwise extended as provided herein, this Agreement shall automatically terminate in the event that the BMPO does not enter into an agreement with the FTA obligating the Grant Funds for the completion of the Project on or before September 30, 2025, (the "Funding Deadline"). If this Agreement is terminated under this provision, the Parties shall have no further obligations.

ARTICLE 10
MAINTENANCE OF RECORDS & AUDITS

10.1 The Parties shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. The Parties 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 the Parties in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. Parties agree to permit the BMPO, FTA, 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 Parties' books, records and accounts pertaining to the Grant expenditures for this Project.

10.2 The Parties shall be responsible for meeting the audit requirements of the OMB Final Rule (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), and any further revision or supplement thereto. The Parties agree 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 and MTECC 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.

10.3 MTECC and any of its contractors and 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 BMPO to be applicable to CITY and MTECC and any of its contractors' and subcontractors' records, MTECC and its contractors and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by either Party or its subcontractors.

ARTICLE 11
NONDISCRIMINATION

11.1 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 Parties 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.

11.2 Contract Assurance: Neither MTECC, nor any of its contractors and subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. MTECC 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 MTECC 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 12
MISCELLANEOUS

12.1 Third Party Obligations / Beneficiaries

12.1.1 MTECC shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the grant for the Project. MTECC shall pay directly such parties for all amounts due under said contracts.

12.1.2 Neither CITY nor MTECC 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 any of them based upon this Agreement.

12.2 Notices: Whenever any party desires to give notice to another, 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:

[_____]

With a copy to:

[_____]

For MTECC:

Executive Director
MTECC
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

With a copy to:

Matthew Pearl, Esq
MTECC General Counsel[
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 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

12.3 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 or parties. The references herein to FTA shall include any successor agency or department of the United States Government.

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

12.5 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, MTECC, or the BMPO elect 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.

12.6 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.

12.7 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 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Grant and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

12.8 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, BMPO, MTECC, AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.9 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 CITY, MTECC, and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

12.10 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.

12.11 Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits referenced herein is incorporated into and made a part of this Agreement.

12.12 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.

12.13 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** through its [_____], signing by and through its _____, authorized to execute same by action on the _____ day of _____, 2024, and **[CITY OF _____, FLORIDA],** through it [_____], signing by and through its [_____] and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

"City of Pembroke Pines"

By: Charles F. Dodge
City Manager

This 28th day of August, 2024.

By: _____
[_____]

Attest:

By: _____
City Clerk 8/28/2024

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____ 8/26/24
OFFICE OF THE CITY ATTORNEY

"MTECC"

By: _____
Andrea McGee, Chair

_____.

This 9th day of September, 2024.

By: _____
Lowell R. Clary, Executive Director

This 9th day of September, 2024

Attest:

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

By: _____
Matthew Pearl, MTECC General Counsel
Weiss Serota Helfman Cole & Bierman PL

"BMPO"

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

12th day of September, 2024

By _____
Yvette Colbourne, Chair

12th day of September, 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

EXHIBITS

Exhibit "A" – Project Improvements (To be attached)
Exhibit "B" – Project Milestones (To be attached)
Exhibit "C" – Verification of Insurance (To be attached)
Exhibit "D" – Project Budget (To be attached)

PROPOSED RESOLUTION 2025-R-14

RESOLUTION NO. 3904

A RESOLUTION OF THE CITY COMMISSION OFTHE CITY OF PEMBROKE PINES, FLORIDA; APPROVING AMENDMENT NO. 1 TO THE TRIPARTY AGREEMENT WITH THE BROWARD METROPOLITAN PLANNING ORGANIZATION ("MPO") AND METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE ("MTECC") FOR THE PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT; AUTHORIZING THE CITY MANGER AND CITY ADMINISTRATION TO EXECUTE AMENDMENT NO. 1 AND TO TAKE ALL ACTIONS NECESSARY TO FURTHER THE INTENT OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pembroke Pines (the "City") approved Resolution No. 3875 on August 21, 2024, authorizing the City Manager to enter into the Tri-Party Agreement for the Pembroke Pines Mobility Hub Capital Project (the "Agreement") with the MPO and MTECC, (collectively referred to as the "Parties") regarding the use of grant funds for the Pembroke Pines Mobility Hub Capital Project; and

WHEREAS, the Agreement executed on or about September 12, 2024 provided for the allocation of $2,361,600.00 in grant funding to the Pembroke Pines Mobility Hub Capital Project; and

WHEREAS, the Parties desire to amend the Agreement as provided in Amendment No. 1, attached hereto and incorporated herein as **Exhibit "A,"** to award the City an additional $247,752.00 in funding for the Pembroke Pines Mobility Hub Capital Project from Federal Transit Administration (FTA) Grant No. FL-2016-028, specifically under Activity Line Item (ALI) 11.93.05; and

PROPOSED RESOLUTION 2025-R-14

RESOLUTION NO. 3904

WHEREAS, the City Commission for the City of Pembroke Pines finds that approval of Amendment No. 1, attached hereto and incorporated herein as **Exhibit "A,"** to the Agreement with the MPA and MTECC for the Pembroke Pines Mobility Hub Capital Project, is in the best interests of the health, safety, and welfare of the residents of the City of Pembroke Pines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA THAT:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2: The City Commission of the City of Pembroke Pines hereby approves Amendment No. 1, attached hereto and incorporated herein as **Exhibit "A,"** to the Tri-Party Agreement for the Pembroke Pines Mobility Hub Capital Project (the "Agreement").

Section 3: The City Manager and City Administration are hereby authorized to execute Amendment No. 1 and to take all actions necessary to further the intent of this resolution.

Section 4: If any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: All resolutions inconsistent or in conflict herewith shall be and are

PROPOSED RESOLUTION 2025-R-14

RESOLUTION NO. 3904

hereby repealed insofar as there is conflict or inconsistency.

Section 6: That this resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA THIS 7TH DAY OF MAY, 2025.

ATTEST:

DEBRA E. ROGERS, CITY CLERK

CITY OF PEMBROKE PINES, FLORIDA

ANGELO CASTILLO, MAYOR

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CASTILLO	AYE
GOOD	AYE
SCHWARTZ	AYE
RODRIGUEZ	AYE
HERNANDEZ	AYE

AMENDMENT NO. 1 TO THE TRIPARTY AGREEMENT
FOR THE PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT

This Amendment No. 1 ("Amendment") to the Triparty Agreement dated September 12, 2024 (the "Agreement") is made and entered into by and among: the Broward Metropolitan Planning Organization ("BMPO"), the City of Pembroke Pines ("CITY"), and the Metro Transportation Engineering & Construction Cooperative ("MTECC"), (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties previously entered into the Agreement to implement the Pembroke Pines Mobility Hub Capital Project (the "Project");

WHEREAS, the Parties desire to amend the Agreement to include additional grant funding from the BMPO for the purpose of constructing pedestrian lighting at the Pembroke Pines Mobility Hub due to a shortfall caused by inflation and cost escalation;

WHEREAS, the additional grant funding in the amount of $247,752, from Federal Transit Administration (FTA) Grant No. FL-2016-028, specifically under Activity Line Item (ALI) 11.93.05, shall be added to the existing Project Budget for the purpose stated herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Section 1.6 of the Agreement is hereby amended to read as follows:
Grant Funds – the Grant Agreement has provided to BMPO as a grantee a total of ~~$2,624,000~~ 2,871,752 and BMPO has set aside $262,400 for BMPO administration and oversight and ~~$2,361,600~~ $2,609,352 ("Grant Funds") to reimburse MTECC's design and construction of the Project improvements shown in Exhibit "A".

2. Section 2.2 of the Agreement is hereby amended to read as follows:
In Fiscal Year 2025, the BMPO will make available ~~$2,361,600~~ $2,609,352 of funds from the Grants for the implementation of the Project. 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 utilize the Grant Funds, subject to FTA's Obligation, to reimburse MTECC to complete the design and construction of the agreed Project improvements. The solicitation of design professionals and/or contractors for the Project shall not commence until the BMPO has executed the Grant Agreement.

3. Amendment to Exhibit D – Project Budget
Exhibit "D" to the Agreement is hereby amended to include an additional $247,752 in Grant Funds under FTA Grant No. FL-2016-028, ALI 11.93.05, for the construction of pedestrian lighting at the Pembroke Pines Mobility Hub (FTA Grant No. FL-2020-012). The revised total Grant Funds available to the Project shall be $2,609,352 (original $2,361,600 + additional $247,752).

4. Budget Allocation
The additional funds shall be used exclusively for pedestrian lighting improvements consistent with the Project scope and FTA Grant requirements and shall be subject to all applicable terms of the Agreement.

5. Full Force and Effect
Except as expressly modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. Effective Date
This Amendment shall become effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Agreement: **CITY OF PEMBROKE PINES, FLORIDA** through its CITY COMMISSIONERS, signing by and through its MAYOR, authorized to execute same by action on the 13 day of May, 2025, and **METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE**, through its Chair and Executive Director, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same:

"CITY OF PEMBROKE PINES"

By: _____

Mayor

By: Angelo Castillo This 13 day of May, 2025.

Attest:

By: _____

Name: Debra Rogers, City Clerk

"MTECC"

By: _____
Caryl Shuham, Chair

This _____ day of _____ 2025.

By: _____
Lowell R. Clary, Executive Director

This _____ day of _____, 2025

Attest:

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

By: _____
Matthew Pearl, MTECC General Counsel
Weiss Serota Helfman Cole & Bierman PL

"BMPO"

BROWARD METROPOLITAN
PLANNING ORGANIZATION:

By: _____
Yvette Colbourne, Chair

This _____ day of _____, 2025.

By: _____
Gregory Stuart, Executive Director

This_____ 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

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 2025-R-14 **Type:** Resolution **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 04/27/2025

Short Title: MTECC TRIPARTY AGREEMENT AMENDMENT 1 **Final Action:** 05/07/2025

Title: MOTION TO ADOPT PROPOSED RESOLUTION 2025-R-14. PROPOSED RESOLUTION 2025-R-14 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES APPROVING AND ADOPTING AMENDMENT NO. 1 TO THE TRIPARTY AGREEMENT FOR THE PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT AMONG THE CITY OF PEMBROKE PINES ("CITY"), METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE ("MTECC"), AND THE BROWARD METROPOLITAN PLANNING ORGANIZATION ("BMPO"), FOR ADDITIONAL GRANT FUNDING IN THE AMOUNT OF $247,752 FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) TO IMPLEMENT THE CONSTRUCTION OF PEDESTRIAN LIGHTING AT THE PEMBROKE PINES MOBILITY HUB PROJECT.

***Agenda Date:** 05/07/2025 **Enactment Date:** 05/07/2025

Agenda Number: 13. **Enactment Number:** 3904

Internal Notes:

Attachments: 1. Reso 2025-R-14- (First Amendment to the Tri-Party Mobility Hub Agreement), 2. Amendment_No_1_Pembroke_Pines_Hub_Triparty_Agr, 3. Resolution 3727 Proposed Resolution 2020-R-52 - CITY CENTER MOBILITY HUB PLANNING DESIGN AND IMPLEMENTATION II, 4. ONLINE - Exhibit A (BMPO Pembroke Pines Mobility Hub Master Plan)

Related Files:

1	City Commission	05/07/2025	adopt	Pass

Action Text: A motion was made by Commissioner Good Jr., seconded by Commissioner Rodriguez, to adopt Proposed Resolution 2025-R-14. The motion carried by the following vote:

Aye: - 5 Mayor Castillo, Vice Mayor Hernandez, Commissioner Good Jr., Commissioner Rodriguez, and Commissioner Schwartz

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. On December 16, 2020, the City of Pembroke Pines Commission passed Resolution 3727 (Prop 2020-R-52), which endorsed the recommendations of the Pembroke Pines Mobility Hub Master Plan and supported the MPO's efforts to prepare the recommended capital improvements for Federal Transit Administration (FTA) funding. Exhibit A of resolution 3727 includes additional details of the Mobility Hub Master Plan (attached). The master plan identifies capital improvements to facilitate better connectivity to transit and multimodal transportation in and around City Center, including pedestrian crosswalks, bus shelters, pedestrian lighting and a multiuse path.

2. On July 26, 2024, the Broward MPO submitted to FTA an amendment to the existing Capital Mobility Hub Grant Agreement Number FL-2020-012-01 for the Pembroke Pines Mobility Hub Project in the amount of $2,624,000 of FTA grant funding. The City of Pembroke Pines City Commission adopted Resolution 2024-R-27 on August 21, 2024, approving and adopting the Triparty Agreement for the Project.

3. The Metropolitan Transportation Engineering & Construction Cooperative (MTECC) adopted Resolution 2024-05 at its meeting on September 9, 2024, authorizing the MTECC Chair to execute the Triparty Agreement for the Project. The Broward Metropolitan Planning Organization (BMPO) approved and executed the Triparty Agreement at its meeting on September 12, 2024.

4. In late 2024, MTECC began work on the project, including updating the preliminary planning-level cost estimates from the 2020 Pembroke Pines Mobility Hub Master Plan. The updated MTECC Engineer's Cost Estimate required removing the pedestrian scale lighting for the new shared-use path from the base bid due to inflation and cost escalation. To avoid moving the pedestrian lighting which is important for safety and security of the project to be a bid option, the BMPO completed a comprehensive analysis to identify cost savings from other FTA grants.

5. The BMPO identified FTA Grant (No. FL-2016-028) to have cost savings in the amount of $247,752 and requested FTA to repurpose these funds for the funding gap for the pedestrian scale lighting in the Pembroke Pines Mobility Hub project's base bid. The BMPO submitted a Budget Revision to FTA on February 25, 2025, to request the $247,752 be used for the pedestrian scale lighting for the Pembroke Pines Mobility Hub.

6. On March 5, 2025, the Budget Revision for the Federal Award was approved by the FTA. Following the approval of this Amendment, the BMPO will be positioned to add $247,752 to the Pembroke Pines Mobility Hub project's grant budget.

7. Request City Commission adopt proposed Resolution No. 2025-R-14.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** None. $247,752 are repurposed grant funds.
b) **Amount budgeted for this item in Account No:** Upon Commission's approval a budget adjustment will be made to allocate the funds to the appropriate accounts.
c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
d) **5 year projection of the operational cost of the project:** Not Applicable.
e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

AMENDMENT NO. 1 TO THE TRIPARTY AGREEMENT
FOR THE PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT

This Amendment No. 1 ("Amendment") to the Triparty Agreement dated September 12, 2024 (the "Agreement") is made and entered into by and among: the Broward Metropolitan Planning Organization ("BMPO"), the City of Pembroke Pines ("CITY"), and the Metro Transportation Engineering & Construction Cooperative ("MTECC"), (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties previously entered into the Agreement to implement the Pembroke Pines Mobility Hub Capital Project (the "Project");

WHEREAS, the Parties desire to amend the Agreement to include additional grant funding from the BMPO for the purpose of constructing pedestrian lighting at the Pembroke Pines Mobility Hub due to a shortfall caused by inflation and cost escalation;

WHEREAS, the additional grant funding in the amount of $247,752, from Federal Transit Administration (FTA) Grant No. FL-2016-028, specifically under Activity Line Item (ALI) 11.93.05, shall be added to the existing Project Budget for the purpose stated herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

DRAFT

1. Section 1.6 of the Agreement is hereby amended to read as follows:
Grant Funds – the Grant Agreement has provided to BMPO as a grantee a total of ~~$2,624,000~~ 2,871,752 and BMPO has set aside $262,400 for BMPO administration and oversight and ~~$2,361,600~~ $2,609,352 ("Grant Funds") to reimburse MTECC's design and construction of the Project improvements shown in Exhibit "A".

2. Section 2.2 of the Agreement is hereby amended to read as follows:
In Fiscal Year 2025, the BMPO will make available ~~$2,361,600~~ $2,609,352 of funds from the Grants for the implementation of the Project. 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 utilize the Grant Funds, subject to FTA's Obligation, to reimburse MTECC to complete the design and construction of the agreed Project improvements. The solicitation of design professionals and/or contractors for the Project shall not commence until the BMPO has executed the Grant Agreement.

3. Amendment to Exhibit D – Project Budget

Exhibit "D" to the Agreement is hereby amended to include an additional $247,752 in Grant Funds under FTA Grant No. FL-2016-028, ALI 11.93.05, for the construction of pedestrian lighting at the Pembroke Pines Mobility Hub (FTA Grant No. FL-2020-012). The revised total Grant Funds available to the Project shall be $2,609,352 (original $2,361,600 + additional $247,752).

4. Budget Allocation

The additional funds shall be used exclusively for pedestrian lighting improvements consistent with the Project scope and FTA Grant requirements and shall be subject to all applicable terms of the Agreement.

5. Full Force and Effect

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. Effective Date

This Amendment shall become effective upon execution by all Parties.

DRAFT

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Agreement: **CITY OF PEMBROKE PINES, FLORIDA** through its CITY COMMISSIONERS, signing by and through its MAYOR, authorized to execute same by action on the _____ day of _____, 2025, and **METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE**, through its Chair and Executive Director, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same:

"CITY OF PEMBROKE PINES"

By: _____

_____

By: _____ This ____ day of _____, 2025.

Attest:

By: _____

Name:

Title:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

(SEAL)

By: _____

_____

"MTECC"

By: _____
Caryl Shuham, Chair

This _____ day of _____ 2025.

By: _____
Lowell R. Clary, Executive Director

This _____ day of _____, 2025

Attest:

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

By: _____
Matthew Pearl, MTECC General Counsel
Weiss Serota Helfman Cole & Bierman PL

"BMPO"

DRAFT

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

DRAFT

Consent Item 6.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:

MOTION TO APPROVE the Broward County Board of County Commissioners (through Broward County Transit [BCT]) to Continue in its Role as the Community Transportation Coordinator (CTC) for Broward County

WHAT THIS ACTION ACCOMPLISHES:

Approval of this action will retain the Broward County Board of County Commissioners (through BCT) in their role as the CTC for Broward and enable them to continue providing paratransit service to those considered to be transportation disadvantaged.

SUMMARY EXPLANATION/BACKGROUND:

Since 1990, the Broward County Board of County Commissioners/BCT has been the designated CTC for Broward County. BCT's Transportation OPtionS (TOPS!) Program is used to provide paratransit services to those considered transportation disadvantaged. In most large urban areas, the local transit agency provides these services in the most cost-effective and efficient manner without the duplication of services.

The Local Coordinating Board (LCB) annually evaluates the performance of the CTC, as set forth in Chapter 427, Florida Statutes. The LCB Review Committee conducted a performance evaluation of the CTC on April 21, 2025. The results of the evaluation are available upon request. Based on the results of the evaluation, the full LCB endorsed and recommended that the Broward County Board of County Commissioners (through BCT) continue as the CTC for Broward during their meeting on May 19, 2025. Please see the Attachment for the LCB endorsement and recommendation.

COMMITTEE RECOMMENDATION(S):

The LCB recommends the Broward County Board of County Commissioners (through BCT) continue as the CTC for Broward.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the Broward County Board of County Commissioners (through BCT) to continue as the CTC for Broward.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Rebecca Schultz at (954) 876-0047 or **schultzr@browardmpo.org**.

Attachments

2025 LCB Endorsement and Recommendation of CTC

2025 ENDORSEMENT OF COMMUNITY TRANSPORTATION COORDINATOR

WHEREAS, the Transportation Disadvantaged (TD) Local Coordinating Board (LCB) recognizes the statutory requirement for the designation of a Community Transportation Coordinator (CTC) by the Metropolitan Planning Organization (MPO) and,

WHEREAS, the Broward County Board of County Commissioners, through Broward County Transit (BCT), is currently the CTC and,

WHEREAS, the Broward County Board of County Commissioners is a local government entity and,

WHEREAS, the LCB has received quarterly status reports from the CTC Paratransit Manager; reviewed and approved coordination contracts; worked cooperatively with the CTC Paratransit Manager and staff to create local standards, review policies and review procedures, and,

WHEREAS, the LCB developed and validated the CTC Evaluation to be reviewed by the MPO in June 2025 and,

WHEREAS, the LCB, as a group and as individuals, is cognizant of the quality of the paratransit services currently offered by the CTC,

NOW THEREFORE, does the LCB endorse the action of the Metropolitan Planning Organization in submitting to the State of Florida its recommendation that the Broward County Board of County Commissioners, through BCT, be designated to discharge the duties of Community Transportation Coordinator.

Signing for the LCB

Caryl Shuham — 5-19-25

Commissioner Caryl Shuham, LCB Chair — Date

LOCAL COORDINATING BOARD (LCB)
2025 RECOMMENDATION OF CTC

Based on the information presented in this evaluation, the Local Coordinating Board for Transportation Disadvantaged Services recommends to the Metropolitan Planning Organization of Broward County:

That the Broward County Board of County Commissioners, through Broward County Transit (BCT), continue to act as Community Transportation Coordinator (CTC) in the Broward County service area.

Commissioner Caryl Shuham, LCB Chair

5-19-25

Date

Consent Item 7.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:
MOTION TO APPROVE Membership Appointments to the Local Coordinating Board (LCB)

WHAT THIS ACTION ACCOMPLISHES:
Approval of this item will allow the MPO to fill vacancies on the LCB.

SUMMARY EXPLANATION/BACKGROUND:
Rule 41-2 of the Florida Administrative Code (FAC) establishes membership positions on the LCB. This action is ministerial and is necessary to comply with Rule 41-2, FAC.

The following appointments were approved by the LCB at their meeting on May 19, 2025:

- Children's Services Council
  - Demetria Rawls as the alternate member (appointment letter provided in Attachment 1.)
- Florida Department of Transportation
  - Ismir Ripley as the primary member (appointment notification provided in Attachment 2.)

COMMITTEE RECOMMENDATION(S):
The LCB recommends approval of the appointments to the LCB.

MPO STAFF RECOMMENDATION(S):
MPO staff recommends ***approval*** of the appointments to the LCB.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Rebecca Schultz at (954) 876-0047 or schultzr@browardmpo.org.

Attachments

1. Appointment Letter for Demetria Rawls
2. Appointment Notice for Ismir Ripley

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CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY MEMBERS:

Jeffrey S. Wood, Chair
Governor Appointee

Dr. Christine Thompson, Vice Chair
Governor Appointee

Senator Nan Rich, Secretary
Broward County Commission

Alyssa Foganholi
Governor Appointee

Dr. Howard Hepburn
Superintendent
Broward County Public Schools

Debra Hixon
Board Member
Broward County Public Schools

Julia Musella
Governor Appointee

Robert Shea
Child Protection Director,
Southeast & Southern Regions
Department of Children & Families

Dr. Paula Thaqi
Director
Broward County Health Dept.

Honorable Francis Viamontes
Judicial Member

Vacant
Governor Appointee

STAFF

Cindy J. Arenberg Seltzer
President/CEO

LEGAL COUNSEL

John Milledge

Garry Johnson

Rebecca Schultz
Communication Specialist/TD Program Administrator
Local Government Services
Trade Center South
100 West Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181

Subject: Children's Services Council, Broward County, Alternate Representative to the Broward Local Coordinating Board (LCB)

Dear Ms. Burke:

I am formally requesting for Demetria Rawls, Strategy Manager – Special Needs to replace Shae Williams as of June May 2025, to be the alternate representative for the LCB, with Sue Gallagher, Chief Innovation Officer as the primary representative. We are pleased to represent the Children's Services Council of Broward on the TDLCB. Please find Ms. Rawls contact information as follows, email: drawls@cscbroward.org.

If you should need any further information, please feel free to contact me.

Thank you,

Signed by:
Cindy Arenberg Seltzer
5/16/2025
42AC4212A26543A...
Cindy Arenberg Seltzer
President/CEO

From: Acreus, Modeline
To: Patti Johnson; Ruth Del Pino; Lucine Martens; Rebecca N. Schultz; Kyle Bowman
Cc: Lisa Maack; Ripley, Ismir; Marie Dorismond
Subject: Notification of Position Change and Interim Representation
Date: Friday, February 28, 2025 12:26:18
Attachments: image001.png

Dear Partners,

I hope this message finds you well.

I am writing to inform you that I have accepted a new position, and therefore, I will be stepping down from my role as of today. While the process to hire a new person for the position I held is underway, Ismir Ripley, a D-4 in-house consultant, will be representing FDOT D-4 at the LCB board meetings and supporting the day-to-day program. I will still be with FDOT but in another role, working as the Multimodal Coordinator within the Office of Modal Development. Ismir can be contacted at:

Ismir Ripley
Phone:786-598-8774
Ismir.ripley@dot.state.fl.us

It has been a privilege to work alongside you all, and I appreciate the support and collaboration we have shared during my tenure.

Thank you for your understanding and cooperation.

Best regards,

Modeline Acreus
Passenger Operations Specialist
Office of Modal Development
Florida Department of Transportation, District 4
3400 West Commercial Blvd
Fort Lauderdale, FL 33309
Office: (954) 777-4347
Fax: (954) 777-4095
Working hours: 7:30 am to 4 pm

Office of Modal Development

Action Item 1.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

REQUESTED ACTION:
MOTION TO APPROVE the DRAFT FISCAL YEAR (FY) 2026 LIST OF PRIORITY PROJECTS (LOPP)

WHAT THIS ACTION ACCOMPLISHES:
Approval of this item will provide a recommendation to the MPO Board to approve the MPO's FY 2026 funding priorities as presented in the LOPP which includes the Broward MPO and Florida's Turnpike Enterprise (FTE) priorities. The LOPP will be used by the Florida Department of Transportation (FDOT) to program funding in the fifth year of the FDOT Work Program to the highest priority projects.

SUMMARY EXPLANATION/BACKGROUND:
The LOPP is a core product of the MPO that serves as a bridge between the MPO's Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP). The MPO is required to develop an LOPP in coordination with FDOT District Four planning staff to set funding priorities for Federal and State funds within our region. The List is submitted to FDOT District Four annually by August 1 [s.339.175 (8)(a) and (b), Florida Statutes]. FDOT uses the LOPP to develop the Draft Tentative Work Program that is presented to the MPO each fall, which in turn is used to develop the following year's TIP. The FY 2026 LOPP will be used to develop the FY 2027-FY 2031 Draft Tentative Work Program and the FY 2027-2031 TIP.

After the last meeting, Broward staff collaborated with planning partners and made the following changes to the draft LOPP:

1. **Roads for Families Program Priority 16 (FM# 4496781) – Cleary Blvd from Hiatus Rd to University Dr:** A low-cost, short-term improvement identified through the Road Safety Audit (RSA) is programmed in the TIP for FY 2027 with $502,500. The short-term improvements are fully funded and have graduated from the LOPP. The long-term improvements have been identified in the FY 2041-2050 MTP time band and may be included in a future LOPP based on priority in the MTP.
2. **Highways & Freight Program Priority 32 & 33 – NE 15th Ave over South Fork of Middle River Bridge:** A planning phase has been added to the project with $290,000 in funding and the preliminary engineering and construction phases have been removed.

The draft FY 2026 LOPP was presented at the April meeting and MPO staff is now seeking approval of the LOPP. To view the DRAFT FY 2026 LOPP, which includes the priority projects

from FTE, please see Attachment 1. The LOPP is also available on the MPO's website at: **https://www.browardmpo.org/core-products/listofpriorityprojects**. For a summary of the projects fully funded from the previous LOPP (FY 2025), please see Attachment 2.

A presentation on the DRAFT FY 2026 LOPP was provided at the May meeting. For the PowerPoint presentation, please see Attachment 3. MPO staff will be available at the upcoming meeting to address any questions and comments.

COMMITTEE RECOMMENDATION(S):

The Technical and Citizens' Advisory Committees recommend approval of the LOPP.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the LOPP.

ADDITIONAL INFORMATION/PREPARER:

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

Attachments

1. DRAFT List of Priority Projects
2. DRAFT Projects Fully Funded
3. List of Priority Projects - PowerPoint Presentation

Core Product

DRAFT

List of Priority Projects (LOPP)

Broward MPO

Metropolitan Planning Organization

Anticipated to be Approved: 6/12/2025

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DRAFT

1. Overview

Development

The Broward Metropolitan Planning Organizaton (MPO) is required to develop a List of Priority Projects (LOPP) in coordinaton with Florida Department of Transportaton (FDOT) District Four planning staff. The list is submited to the District by August 1 annually [s.339.175 (8)(a) and (b), F.S.]. FDOT uses the LOPP to develop the Draft Tentatve Work Program (DTWP) that is presented to the MPO each fall, which in turn is used to develop the following year's Transportaton Improvement Program (TIP). The Fiscal Year (FY) 2026 LOPP is used to develop the FY 2027-2031 DTWP and the FY 2027-2031 Broward MPO TIP.

The LOPP is a core product of the MPO that serves as a bridge between the MPO's Long Range Transportaton Plan (LRTP)/Metropolitan Transportaton Plan (MTP) and the TIP. Figure 1 shows the Broward MPO core product development process. The LOPP is used to set funding priorites for federal and state funds within our region. Only projects contained in the MTP are eligible for inclusion on the LOPP. Figure 2 presents the relatonship among MTP, LOPP, and TIP.

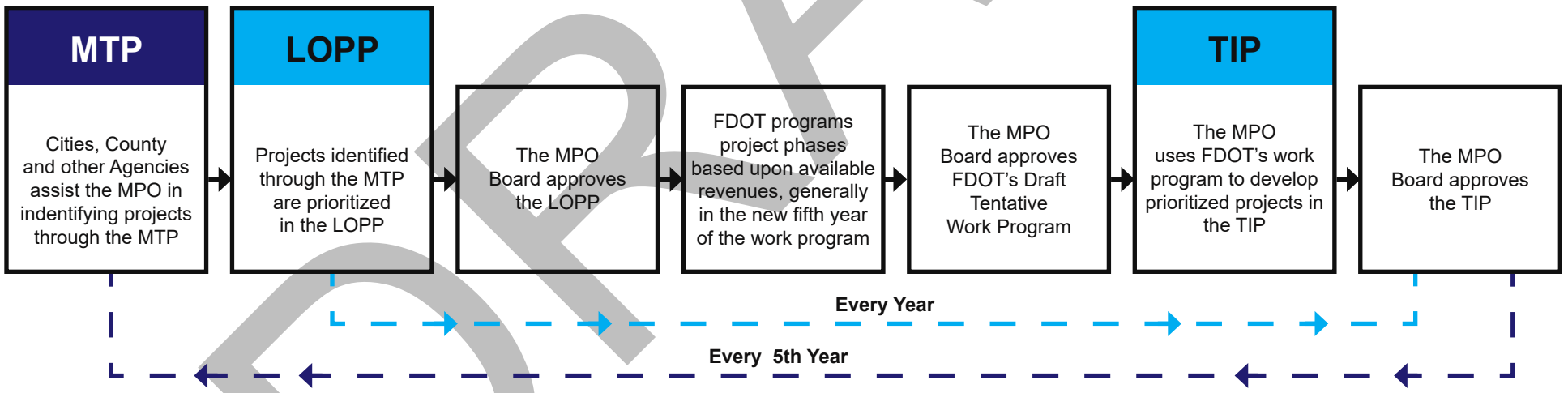

Figure 1 Core Product Development Process

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Overview

Program	Allocation
Technology	12%
Roads for Families	51%
Safety	10%
Highways & Freight	10%
Economic Development	12%
Infrastructure Hardening	5%
Total	**100%**

Table 1 Programs and funding allocation

In addition, the LOPP assigns a preferred funding source for each prioritized project that is consistent with the 2050 MTP's cost feasible plan. The funding sources are indicated as State, Federal, Local or any combination of the three. To facilitate project delivery, the LOPP emphasizes a "Program Ready" concept. "Program ready" means that a project includes a clear scope of work, approved resolution, cost estimate, and collaboration with partners. Projects that meet all of these four criteria are eligible for funding. For an example of how these concepts are illustrated in the LOPP, please refer to Figure 3.

Unified Planning Work Program (UPWP)

Besides the six programs mentioned earlier, funding for the Broward MPO's Unified Planning Work Program (UPWP)/budget is top priority. The MPO's UPWP contains the agency's Strategic Business Plan actvities, planning efforts, and operating budget for a two-year period. The UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds. Further, the UPWP provides a comprehensive picture to citizens and stakeholders who wish to see how federal and state transportation planning dollars are to be spent by the Broward MPO, local governments, and transit agencies providing services to Broward. The UPWP is developed by MPO staff in consultation with partner agencies, municipal staff, and input from local citizens and stakeholders. The information collected is incorporated into the UPWP and budgeted accordingly. To support services that the MPO provides to the Broward region, the Broward MPO assigns Surface Transportation Program – Urban areas >200K (SU) funds to the UPWP. Available MPO attributable funds for the six programs excludes SU funds already allocated to UPWP.

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Figure 2 Relationship among MTP, LOPP and TIP

The 2050 MTP was approved at the December 2024 MPO Board meeting. The Cost Feasible Plan, as a component of the MTP including a list of prioritized projects, was approved with it. The Cost Feasible Plan includes six funding programs in order to account for the region's transportation needs. To be consistent with the 2050 MTP and the funding sources assumed in the financial plan of the 2050 MTP, the LOPP is organized by six funding programs. It utilizes the 2050 MTP's allocations for the Broward MPO's atiributable funds as shown in Table 1.

How to Read

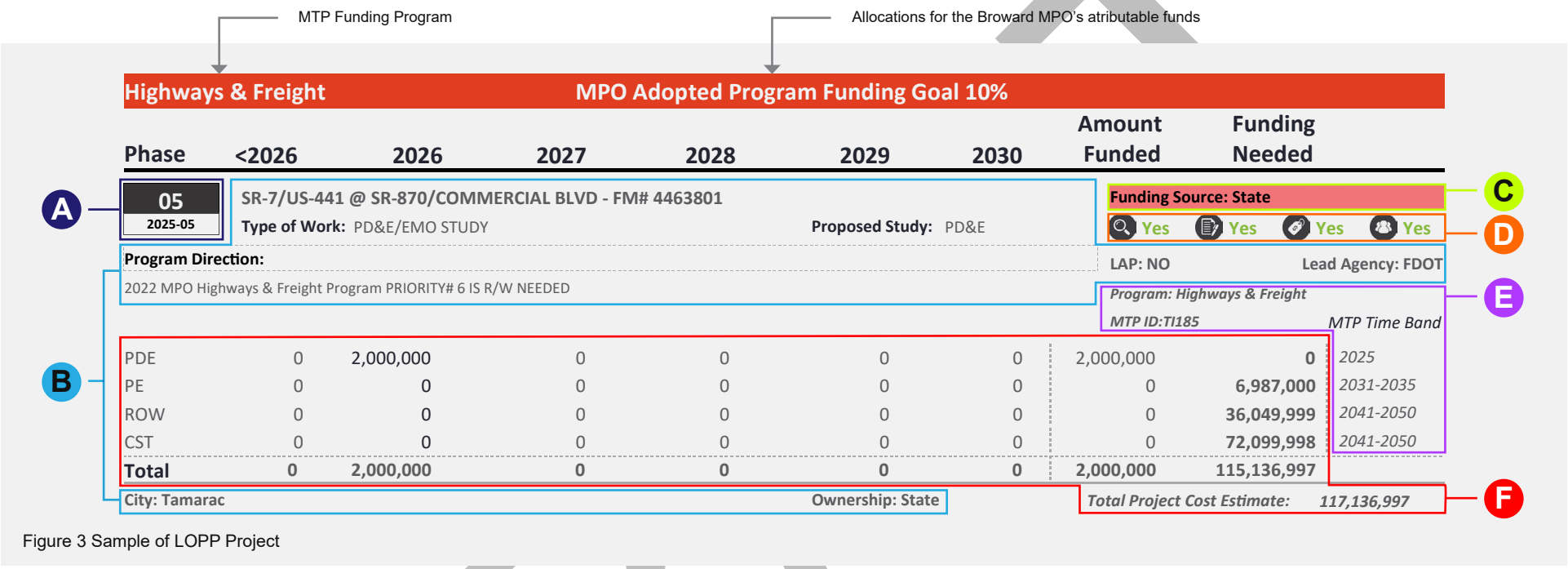

Figure 3 Sample of LOPP Project

A Priority

05 2025-05 — Current Program Priority

Prior Year: 05 2025-05 — Prior Year Program Priority

05 2025-New — REV Projects newly added to the LOPP will be designated as **"New"**

05 2025-40RE — 2050 MTP Priority

B Projects Characteristics

Project Name with Limits
Type of Work
Description with Project Sponsor
Proposed Study
City
Ownership
LAP
Lead Agency

Program Direction

Included to give specific instructions on how to program funds for the respective project.

C Funding Source

- State
- Federal
- Local
- Sate & Local
- State & Federal
- Federal & Local
- Federal, State, & Local

D Program Readiness

Green **"Yes"** indicates project meets criteria

Red **"No"** indicates project does not meet criteria

Yes / No — Scope of Work / Resolution

Yes / No — Cost Estimate / Collaboration Among Partners

E MTP Reference

MTP Program

MTP ID#

MTP Time Band:

- **2025**
- **2026-2030**
- **2031-2035**
- **2036-2040**
- **2041-2050**

F Financial Information

Phase
Year Funds are Programmed
Amount Funded
Funding Needed
Total Project Cost

Figure 3 Sample of LOPP

DRAFT

2.Project Prioritization

Prioritization Process for Highways & Freight, Roads for Families, Technology, and Economic Development

The prioritization criteria are based on the MTP goals and objectives (adopted by the MPO Board on May 11, 2023) include relevant required Performance Measures identified in the FAST Act, and were designed for a GIS-based analysis to ensure objectivity in the scoring to the greatest extent practical. The prioritization process was built on the Commitment 2045 MTP effort and utilized the same six planning factors of mobility, accessibility, safety, demographics, environmental stewardship, and economic vitality. However, for the Route to 2050 MTP, these planning areas were paired to create three planning factors: Mobility and Economic Vitality, Accessibility and Demographics, and Safety and Infrasturcture Hardening. In total, 14 criteria, listed in below were used to score projects in a mode-neutral manner.

Prioritization Factor	Criteria
Mobility (18 points) & Economic Vitality (12 points)	1. Providing an alternative to single occupant vehicles 2. Reducing peak period delay or transit travel time 3. Improving or increasing the Intelligent Transportation System infrastructure 4. Improving travel time on a freight corridor (truck traffic >5% of AADT) 5a. Improving pavement or bridge condition 5b. Improving transit asset condition
Accessibility (24 points) & Demographics(12 points)	6. Supporting transit ridership 7. Coordinating with housing 8. Reducing travel time to or within a key activity center 9. Providing a non-auto connection to an activity center, essential destination, or tourist destination 10. Serving an identified equity area 11. Failing to impact an existing residence or business
Safety (22 points) & Infrasturcture Hardening (12 points)	12. Intersecting with the High Injury Network (HIN) 13. Intersecting with a susceptable facility (based on Infrasturcture Hardening analysis to identify facilities and areas susceptable to extreme weather and coastal inundation) 14. Failing to impact wetlands, natural habitat, or historic resources

Table 2: Prioritization factors and criterias for Highway & Freight, Roads for Families, Technology, and Economic Development funding programs.

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Once all the transportation needs were identified they were evaluated through the project prioritization process, which scored and ranked transportation projects based on the criteria above. Points were assigned first by dividing a total possible score of 100 by the three factors. Then, the points associated with each factor were adjusted based on the significance of the factor relative to the MTP goals, and to establish a whole number instead of fractions. This resulted in the weighting of criteria being built into the associated total points available for each factor. Final prioritization scores are a result of the analysis and a total summation of each awarded point per criteria. This prioritization process and scoring approach was endorsed by the Broward MPO Board during its October 12, 2023, meeting.

Prioritization Process for Roads for Economic Vitality (REV)

REV as one component of Roads for Families program, provides funding for small local transportation projects that will improve safety for all transportation users. The MPO facilitates this annual competitive grant program to fund projects such as transportation safety projects, traffic calming and intersection improvements, ADA compliance upgrades, and technology advancements (e.g., transit signal priority and traffic control devices). Projects funded through this program have a cap of $4 million in construction costs per project.

REV uses an objective tool to evaluate and rank the applications submitted. This tool was developed with direction from the Board and uses several geographic datasets to score the projects. Evaluation criteria weights are 20% for safety, 20% for accessibility, 17% for demographics, 17% for mobility, 13% for economic vitality, and 13% for environmental stewardship.

Prioritization Process for Infrastructure Hardening

Infrastructure Hardening, also considered in Commitment 2050, was a more defined effort to identify the Infrastructure Hardening network throughout the county for which mitigation and adaptation projects could be identified.

The assessment utilized previously completed efforts and data, with some updated data provided by Broward County, and focused on the following:

Susceptibility, which was comprised of the following three variables:

- Sensitivity: The capacity of a facility to handle variations in a climate stressor

- Exposure: The degree to which a facility is subjected to adverse weather extremes based on impact from the following identified stressors:
    1. Coastal Inundation
    2. Flooding, current and future (Precipitation & Storm Surge)
    3. Extreme Heat
    4. Future Groundwater Elevation

DRAFT

• Adaptive Capacity: The ability of the transportation network to deal with the loss of an impacted facility. This was based on the number of travelers affected and the detour lengths around each affected network segment.

Demographics in recognition of the challenges that socially susceptible populations can face in mobility and recovery, the MPO's Transportation Demographic Areas were incorporated into the assessment.

Susceptibility and demographics were combined **(85% susceptible roadways score + 15% demographic score = Infrastructure Hardening Network)** to identify the resulting Infrasturcture Hardening network. The corridors identified through this effort were used in the prioritization process and a Infrasturcture Hardening funding program was established to address the needs identified.

Prioritization Process for Safety

Efforts are underway with the development of the Broward Safety Action Plan. Through detailed analysis and public feedback, the plan has identified 11 high-priority corridor locations, that require immediate attention. Once project scopes are fully developed, these locations will be incorporated into the MPO's MTP safety program.

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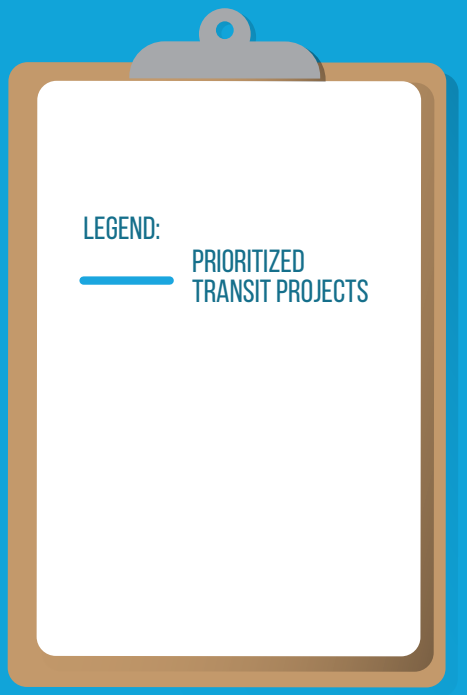
3.Broward MPO Priority List

DRAFT

TRANSIT
PROGRAM



UPWP — MPO Adopted Program Funding Goal N/A%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
FLOAT	2,365,593	634,407	0	0	0	0	3,000,000	**0**	*N/A*
PLN	0	8,650,000	8,650,000	9,150,000	9,150,000	9,500,000	45,100,000	**9,500,000**	*N/A*
Total	**2,365,593**	**9,284,407**	**8,650,000**	**9,150,000**	**9,150,000**	**9,500,000**	**48,100,000**	**9,500,000**	

01
2025-01

BROWARD MPO UPWP - FM# 4393245-6-7

Type of Work: TRANSPORTATION PLANNING

Proposed Study: N/A

Funding Source: Federal

Yes Yes Yes Yes

Program Direction: Reallocate $150k from each FY 2027-2029 to Infrastructure Hardening Priorities 3,4, and 5 respectively. Allocate $9.5M SU funding to FY 2031.

LAP: N/A **Lead Agency: BROWARD MPO**

2024 MPO PRIORITY #1

Program: UPWP

MTP ID:Page 21 *MTP Time Band*

City: BROWARD MPO **Ownership: N/A** ***Annual Project***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Economic Development Program

The Economic Development Program supports investments in transit infrastructure and enhancing accessibility to existing and planned transit stops and stations. It includes Economic Development Projects, which seek to improve the first/last mile connectivity between different modes of transportation and enhance the overall transit passenger experience. The Economic Development Projects identified are intended to support the premium transit network identified in Broward County's PREMO plan.

DRAFT

Economic Development — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
01 2025-01TH — **Broward Commuter Rail South Mobility Hubs - FM#**									
PE	0	0	0	0	0	0	0	1,856,000	2026-2030
CST	0	0	0	0	0	0	0	10,960,000	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	12,816,000	

Type of Work: Mobility Hub
Proposed Study:
Funding Source: Federal
Yes | Yes | Yes | No
Program Direction:
LAP: **Lead Agency:**
Mobility hub enhancements for first/last Mile connections to existing and future transit facilities along Broward Commuter Rail South. Project Sponsor: Broward MPO.
Program: Economic Development
MTP ID:BM084 *MTP Time Band*
City: Broward County, Hallandale Beach, Hollywood, Aventura, Dania Beach, Fort Lauderdale
Ownership: County, Local
Total Project Cost Estimate: 12,816,000

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
02 2025-02TH — **Oakland Park Blvd BRT Mobility Hubs - FM#**									
PE	0	0	0	0	0	0	0	1,856,000	2026-2030
CST	0	0	0	0	0	0	0	10,960,000	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	12,816,000	

Type of Work: Mobility Hub
Proposed Study:
Funding Source: Federal
Yes | Yes | Yes | No
Program Direction:
LAP: **Lead Agency:**
Mobility hub enhancements for first/last Mile connections to existing and future transit facilities along Oakland Park Blvd from A1A to Sawgrass Mills Mall. Project Sponsor: Broward MPO.
Program: Economic Development
MTP ID:BM079 *MTP Time Band*
City: Sunrise, Lauderdale Lakes, Wilton Manors, Lauderhill, Fort Lauderdale, Oakland Park
Ownership: County, Local
Total Project Cost Estimate: 12,816,000

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

Economic Development — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	342,500	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	342,500	

03 — 2025-04TH

SR-7 BRT Mobility Hubs - FM#

Type of Work: Mobility Hub

Proposed Study:

Funding Source: Federal

Yes | Yes | Yes | No

Program Direction:

Planning phase for mobility hub enhancements along SR-7 from Miramar Parkway to Commericial Blvd. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:BM082 *MTP Time Band*

City: Broward County, Tamarac, West Park, Lauderdale Lakes, Lauderhill, Hollywood, Davie, Fort Lauderdale, Plantation

Ownership: County, Local

Total Project Cost Estimate: 342,500

04 — 2025-05TH

Downtown Connection LRT Mobility Hubs - FM#

Type of Work: Mobility Hub

Proposed Study:

Funding Source: Federal

Yes | Yes | Yes | No

Program Direction:

Planning phase for mobility hub enhancements along Andrews Ave from 17th St to Broward Blvd. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:BM086 *MTP Time Band*

City: Fort Lauderdale

Ownership: County, Local

Total Project Cost Estimate: 342,500

05 — 2025-06TH

Powerline Rd BRT Mobility Hubs - FM#

Type of Work: Mobility Hub

Proposed Study:

Funding Source: Federal

Yes | Yes | Yes | No

Program Direction:

Planning phase for mobility hub enhancements along Powerline Rd from Sunrise Blvd to Sample Rd. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:BM081 *MTP Time Band*

City: Wilton Manors, Pompano Beach, Fort Lauderdale, Oakland Park

Ownership: County, Local

Total Project Cost Estimate: 342,500

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

Economic Development — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
06 2025-07TH — **New Automated Fare Collection System (AFCS) (Broward) - FM#**									
Type of Work: Transit Improvement							**Proposed Study:**		
Funding Source: State									
Yes Yes Yes Yes									
Program Direction:							**LAP:**		**Lead Agency:**
AFCS.Project Sponsor: SFRTA							***Program: Economic Development***		
							MTP ID:SF005		*MTP Time Band*
PE	0	0	0	0	0	0	0	**2,197,120**	*2036-2040*
CST	0	0	0	0	0	0	0	**43,942,410**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**46,139,530**	
City: Broward County, Hollywood, Deerfield Beach, Pembroke Park, Pompano Beach, Dania Beach, Fort Lauderdale, Oakland Park, Boca Raton							**Ownership: State**	***Total Project Cost Estimate:***	***46,139,530***
07 2025-08TH — **Safety and Security Cameras at Broward Tri-Rail Stations - FM#**									
Type of Work: Safety Project							**Proposed Study:**		
Funding Source: State									
Yes Yes Yes Yes									
Program Direction:							**LAP:**		**Lead Agency:**
Safety and Security Camera.Project Sponsor: SFRTA							***Program: Economic Development***		
							MTP ID:SF008		*MTP Time Band*
PE	0	0	0	0	0	0	0	**342,500**	*2031-2035*
CST	0	0	0	0	0	0	0	**8,050,000**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8,392,500**	
City: Broward County, Hollywood, Deerfield Beach, Pembroke Park, Pompano Beach, Dania Beach, Fort Lauderdale, Oakland Park, Boca Raton							**Ownership: State**	***Total Project Cost Estimate:***	***8,392,500***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Economic Development — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	402,500	2036-2040
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**402,500**	

08 — 2025-09TH

University BRT Dr Mobility Hubs - FM#

Type of Work: Mobility Hub

Proposed Study:

Funding Source: Federal

Yes | Yes | Yes | No

LAP:

Lead Agency:

Program Direction:

Planning phase for mobility hub enhancements along University Drive from Miramar Parkway to Commericial Blvd. Project Sponsor: Broward MPO.

Program: Economic Development

MTP ID:BM083

MTP Time Band

City: Sunrise, Tamarac, Lauderhill, Cooper City, Miramar, Davie, Pembroke Pines, Plantation

Ownership: County, Local

Total Project Cost Estimate: 402,500

09 — 2025-10TH

Broward Blvd LRT Mobility Hubs - FM#

Type of Work: Mobility Hub

Proposed Study:

Funding Source: Federal

Yes | Yes | Yes | No

LAP:

Lead Agency:

Program Direction:

Planning phase for mobility hub enhancements along Broward Blvd from NW 1st Ave to SR-7. Project Sponsor: Broward MPO.

Program: Economic Development

MTP ID:BM087

MTP Time Band

City: Broward County, Hallandale Beach, Hollywood, Dania Beach

Ownership: County, Local

Total Project Cost Estimate: 402,500

10 — 2025-11TH

Commercial Blvd BRT Mobility Hubs - FM#

Type of Work: Mobility Hub

Proposed Study:

Funding Source: Federal

Yes | Yes | Yes | No

LAP:

Lead Agency:

Program Direction:

Planning phase for mobility hub enhancements along Commercial Blvd from US-1 to SR-7. Project Sponsor: Broward MPO.

Program: Economic Development

MTP ID:BM078

MTP Time Band

City: Tamarac, Fort Lauderdale, Oakland Park

Ownership: County, Local

Total Project Cost Estimate: 402,500

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

Economic Development — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
11 2025-12TH	**Sunrise Blvd BRT Mobility Hubs - FM#**								
	Type of Work: Mobility Hub				**Proposed Study:**				
	Program Direction:								
	Planning phase for mobility hub enhancements along Sunrise Blvd from A1A to Sawgrass Mills Mall.Project Sponsor: Broward MPO.								
PLN	0	0	0	0	0	0	0	515,000	*2041-2050*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**515,000**	
City: Broward County, Sunrise, Lauderhill, Fort Lauderdale, Plantation					**Ownership: County, Local**			***Total Project Cost Estimate:***	***515,000***

Funding Source: Federal

Yes | Yes | Yes | No

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:BM080 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
12 2025-14TH	**Fiber Installation along the SFRC Corridor (Broward) - FM#**								
	Type of Work: Rail				**Proposed Study:**				
	Program Direction:								
	Communication Fiber Installation.Project Sponsor: SFRTA								
PE	0	0	0	0	0	0	0	907,176	*2031-2035*
CST	0	0	0	0	0	0	0	21,321,951	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22,229,127**	
City: Broward County, Hollywood, Deerfield Beach, Pembroke Park, Pompano Beach, Dania Beach, Fort Lauderdale, Oakland Park					**Ownership: State**			***Total Project Cost Estimate:***	***22,229,127***

Funding Source: State

Yes | Yes | Yes | Yes

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:SF003 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
13 2025-15TH	**SW 10th Street Connector Civic Center and Downtown Miami - FM#**								
	Type of Work: Transit Improvement				**Proposed Study:**				
	Program Direction:								
	Sawgrass Expressway Express Bus – New Passenger Service (bus purchases) for Civic Center and Downtown Miami. Project Sponsor: FDOT Modal								
CAP	0	0	0	0	0	0	0	6,105,120	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6,105,120**	
City: Broward County, Sunrise, Tamarac, Coconut Creek, Coral Springs, Deerfield Beach, Parkland, Davie					**Ownership: State**			***Total Project Cost Estimate:***	***6,105,120***

Funding Source: State

Yes | Yes | Yes | Yes

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:FD023 *MTP Time Band*

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

Economic Development — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
14 2025-17TH	**SFRC Wood Tie Conversion to Concrete in Broward County - FM#**								
	Type of Work: Rail				**Proposed Study:**				
	Program Direction:								
	Convert Wood Ties to Concrete on the SFRC.Project Sponsor: SFRTA								
PE	0	0	0	0	0	0	0	**4,762,646**	*2036-2040*
CST	0	0	0	0	0	0	0	**121,876,401**	*2041-2050*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**126,639,047**	

Funding Source: State

Yes | Yes | Yes | Yes

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:SF007 *MTP Time Band*

City: Broward County, Hollywood, Deerfield Beach, Pembroke Park, Pompano Beach, Dania Beach, Fort Lauderdale, Oakland Park, Boca Raton

Ownership: State

Total Project Cost Estimate: 126,639,047

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
15 2025-18TH	**Signal Safety Capital Improvements for SFRC (Broward) - FM#**								
	Type of Work: Railroad Crossing				**Proposed Study:**				
	Program Direction:								
	Signal System Capital Improvements.Project Sponsor: SFRTA								
PE	0	0	0	0	0	0	0	**2,353,292**	*2036-2040*
CST	0	0	0	0	0	0	0	**60,220,866**	*2041-2050*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**62,574,158**	

Funding Source: State

Yes | Yes | Yes | Yes

LAP: **Lead Agency:**

Program: Economic Development

MTP ID:SF004 *MTP Time Band*

City: Broward County, Hollywood, Deerfield Beach, Pembroke Park, Pompano Beach, Dania Beach, Fort Lauderdale, Oakland Park, Boca Raton

Ownership: State

Total Project Cost Estimate: 62,574,158

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

Economic Development — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
16 2025-21TH — **Pines Blvd at I-75 - FM#**									
PE	0	0	0	0	0	0	0	**870,000**	*2026-2030*
CST	0	0	0	0	0	0	0	**20,550,000**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**21,420,000**	

Type of Work: Park and Ride Lots
Proposed Study:
Funding Source: State
Yes Yes Yes Yes
LAP: **Lead Agency:**
Program: Economic Development
MTP ID:FD020 *MTP Time Band*
Program Direction:
To provide PNR for the I-75 Express Bus. Project Sponsor: FDOT Modal
City: Pembroke Pines **Ownership: State** ***Total Project Cost Estimate: 21,420,000***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
17 2025-34TH — **Electrification of the SFRC - FM#**									
PLN	0	0	0	0	0	0	0	**406,000**	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**406,000**	

Type of Work: Feasibility Study
Proposed Study: Feasibility Study
Funding Source: State
Yes Yes Yes Yes
LAP: **Lead Agency:**
Program: Economic Development
MTP ID:BM187 *MTP Time Band*
Program Direction:
Study to evaluate the feasibility of electrifying the South Florida Rail Corridor. Regional study, needs SEFTC coordination.Project Sponsor: Broward MPO.
City: Various **Ownership: State** ***Total Project Cost Estimate: 406,000***

DRAFT

Highways & Freight Program

The Highways & Freight Program includes initiatives that improve roadway capacity and operating conditions through geometric improvements on roadway networks. This program includes projects to enhance freight movement and alleviate congestion.

DRAFT

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
01 2025-21RO	**US-27 Rail Corridor - FM#**								
	Type of Work: Feasibility Study				**Proposed Study:** Feasibility Study				
	Program Direction: Utilize funding from Pines @ Flamingo to funding Feasibility Study phase.								
	Conduct study to explore the feasibility of freight and passenger rail along US-27 From NW 138th St in Miami-Dade County to the CSX and SCFX Rail crossing in Martin County. Project Sponsor: Broward MPO.								
PLN	0	0	0	0	0	0	0	**1,610,000**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,610,000**	
City: Broward County, Weston, Miramar, Southwest Ranches, Pembroke Pines					**Ownership: State**		***Total Project Cost Estimate:***		***1,610,000***

Funding Source: State

Yes Yes Yes Yes

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:BM120 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
02 2025-01	**SR-5/US-1 @ SR-838/SUNRISE BOULEVARD - FM# 4419551**								
	Type of Work: PD&E/EMO STUDY				**Proposed Study:** PD&E				
	Program Direction:								
	2022 MPO Highways & Freight Program PRIORITY #2 @ GATEWAY THEATER R/W NEEDED								
PDE	2,010,000	0	0	0	0	0	2,010,000	**0**	*2021-2025*
PE	2,026,112	0	0	0	0	0	2,026,112	**0**	*2025*
ROW	0	0	0	174,000	2,500,000	209,000	2,883,000	**0**	*2031-2035*
CST	0	0	0	0	0	16,146,336	16,146,336	**10,485,261**	*2031-2035*
Total	**4.036.112**	**0**	**0**	**174,000**	**2,500,000**	**16,355,336**	**23,065,448**	**10,485,261**	
City: Fort Lauderdale					**Ownership: State**		***Total Project Cost Estimate:***		***33,550,709***

Funding Source: State

Yes Yes Yes Yes

LAP: NO **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI174 *MTP Time Band*

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
03	**SR-820/PINES BLVD. @ SR-823/FLAMINGO RD - FM# 4080462**								
2025-03	**Type of Work:** PD&E/EMO STUDY				**Proposed Study:** PD&E				
PDE	1,020,000	500,000	0	0	0	0	1,520,000	**0**	*2025*
PE	0	0	1,624,417	1,509,201	0	0	3,133,618	**7,060,000**	*2026-2030*
Total	**1,020,000**	**500,000**	**1,624,417**	**1,509,201**	**0**	**0**	**4,653,618**	**7,060,000**	

Funding Source: State

Yes | No | Yes | Yes

Program Direction: Remove project. Pending MTP amendment. Reprogram funds to Priority #1 US-27 Rail Corridor And Priority #4 Powerline Rd

LAP: No **Lead Agency: FDOT**

2022 MPO Highways & Freight Program PRIORITY #4 IS R/W NEEDED 22-01: PRE-WORK; 22-02: FEASIBILITY STUDY; 22-03: PD&E

Program: Highways & Freight

MTP ID:TI026 *MTP Time Band*

City: Pembroke Pines **Ownership: State** ***Total Project Cost Estimate: 11,713,618***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
04	**SR-845/POWERLINE RD FROM SW 10TH ST TO BROWARD/PALM BEACH COUNTY LINE - FM# 4463781**								
2025-04	**Type of Work:** PD&E/EMO STUDY				**Proposed Study:** Feasibility Study				
PDE	0	0	0	0	540,000	500,000	1,040,000	**0**	*2026-2030*
PE	0	0	0	0	0	0	0	**3,529,575**	*2031-2035*
ROW	0	0	0	0	0	0	0	**18,854,069**	*2036-2040*
CST	0	0	0	0	0	0	0	**18,854,069**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**540,000**	**500,000**	**1,040,000**	**41,237,713**	

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction: Broward MPO request feasibility study to be advanced to earlier year. Utilize funding from Pines @ Flamingo to funding Feasibility Study phase.

LAP: NO **Lead Agency: FDOT**

2022 MPO Highways & Freight Program PRIORITY# 5 WIDEN FROM 4 TO 6 LANES IS R/W NEEDED

Program: Highways & Freight

MTP ID:TI184 *MTP Time Band*

City: Deerfield Beach **Ownership: State** ***Total Project Cost Estimate: 42,277,713***

DRAFT

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
05 2025-05	**SR-7/US-441 @ SR-870/COMMERCIAL BLVD - FM# 4463801**								
	Type of Work: PD&E/EMO STUDY				**Proposed Study:** PD&E				
	Program Direction:								
	2022 MPO Highways & Freight Program PRIORITY# 6 IS R/W NEEDED								
PDE	0	2,000,000	0	0	0	0	2,000,000	**0**	*2025*
PE	0	0	0	0	0	0	0	**6,987,000**	*2031-2035*
ROW	0	0	0	0	0	0	0	**36,049,999**	*2041-2050*
CST	0	0	0	0	0	0	0	**72,099,998**	*2041-2050*
Total	**0**	**2,000,000**	**0**	**0**	**0**	**0**	**2,000,000**	**115,136,997**	
City: Tamarac					**Ownership: State**		***Total Project Cost Estimate:***	***117,136,997***	

Funding Source: State

Yes Yes Yes Yes

LAP: NO **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI185 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
06 2025-06	**SW 130TH AVE FROM SW 8TH ST TO SR-84 - FM# 4463811**								
	Type of Work: Feasibility Study				**Proposed Study:** Feasibility Study				
	Program Direction:								
	2022 MPO Highways & Freight Program PRIORITY# 7 IS R/W NEEDED								
PDE	0	500,000	0	0	0	0	500,000	**0**	*2026-2030*
PE	0	0	0	760,000	0	0	760,000	**0**	*2026-2030*
CST	0	0	0	0	0	0	0	**8,685,628**	*2036-2040*
Total	**0**	**500,000**	**0**	**760,000**	**0**	**0**	**1,260,000**	**8,685,628**	
City: Davie					**Ownership: Local**		***Total Project Cost Estimate:***	***9,945,628***	

Funding Source: Federal

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI363 *MTP Time Band*

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

07 2025-07

SR-822/SHERIDAN STREET FROM DIXIE HIGHWAY TO SR-5/US 1 - FM# 4479221

Type of Work: PD&E/EMO STUDY **Proposed Study:** PD&E

Funding Source: State

Yes Yes Yes Yes

Program Direction:

2022 MPO Highways & Freight Program PRIORITY # 9 IS R/W NEEDED

LAP: NO **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI193 *MTP Time Band*

PDE	0	505,000	0	2,000,000	0	0	2,505,000	**0**	*2026-2030*
PE	0	0	0	0	0	0	0	**1,091,730**	*2026-2030*
ROW	0	0	0	0	0	0	0	**52,515,491**	*2031-2035*
CST	0	0	0	0	0	0	0	**6,887,483**	*2036-2040*
Total	**0**	**505,000**	**0**	**2,000,000**	**0**	**0**	**2,505,000**	**60,494,704**	

City: Dania Beach/Hollywood **Ownership: State** ***Total Project Cost Estimate:*** ***62,999,704***

08 2025-08

SR-820/HOLLYWOOD BLVD FROM SR-5/ US-1 TO SR-A1A - FM# 4481322

Type of Work: PD&E/EMO STUDY **Proposed Study:** INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes N/A Yes Yes

Program Direction: further coordination regarding the next phase of this project is required prior to future programming of funding

Conduct study to determine infrastructure hardening improvements. Planning study included in 4481321 SOUTHEAST BROWARD infrastructure hardening STUDY - PHASE 1 - MULTIPLE LOCATIONS. infrastructure hardening project to address known climate stressors: storm surge, sea level rise, flooding, and heat. Sponsor: Broward MPO

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI195 *MTP Time Band*

PDE	0	250,000	0	0	0	0	250,000	**0**	*2026-2030*
PE	0	0	0	0	0	0	0	**9,273,999**	*2026-2030*
CST	0	0	0	0	0	0	0	**46,370,001**	*2026-2030*
Total	**0**	**250,000**	**0**	**0**	**0**	**0**	**250,000**	**55,644,000**	

City: Hollywood **Ownership: State** ***Total Project Cost Estimate:*** ***55,894,000***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

09 2025-14

Countyline Rd/HEFT Extension from Turnpike to I-95 - FM# 4549071

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Conduct multimodal feasibility study. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:BM117 *MTP Time Band*

PLN	0	0	0	0	0	750,000	750,000	**0**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**750,000**	**750,000**	**0**	

City: Miramar, Pembroke Park, West Park **Ownership: State** ***Total Project Cost Estimate: 750,000***

10 2025-15

POMPANO BEACH FEC-SOUTH FLORIDA RAIL CORRIDOR CONNECTION - FM# 4553351

Type of Work: PD&E/EMO STUDY **Proposed Study:** PD&E

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Construct track connection between FEC rail corridor and SFRC at Pompano Beach. Project requires buy in from FEC & CSX. FM# 417031-9. Project Sponsor: SFRTA

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID: *MTP Time Band*

PDE	0	0	0	500,000	0	0	500,000	**0**	*2026-2030*
Total	**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**	**0**	

City: Pompano Beach **Ownership: State** ***Total Project Cost Estimate: 500,000***

11 2025-18

SR-816/OAKLAND PARK AT SR-7/US-441 CENTER TURN OVERPASS - FM# 4531541

Type of Work: PD&E/EMO STUDY **Proposed Study:** PD&E

Funding Source: State

Yes Yes Yes Yes

Program Direction: Program PE phase in earliest possible year

2023 MPO PRIORITY #23.Construct center turn overpass. Project is associated with TSM&O/Safety Project "SR-810/Oakland Park Blvd @ SR-7/US-441". Project Sponsor: Broward MPO

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI215 *MTP Time Band*

PDE	705,000	1,500,000	0	0	0	0	2,205,000	**0**	*2026-2030*
PE	0	0	0	0	0	0	0	**9,223,711**	*2036-2040*
ROW	0	0	0	0	0	0	0	**36,050,000**	*2041-2050*
CST	0	0	0	0	0	0	0	**72,100,000**	*2041-2050*
Total	**705,000**	**1,500,000**	**0**	**0**	**0**	**0**	**2,205,000**	**117,373,711**	

City: Lauderdale Lakes **Ownership: State** ***Total Project Cost Estimate: 119,578,711***

DRAFT

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
12 2025-20	**SR-817/UNIVERSITY DR @ ROYAL PALM BLVD. - FM# 4495621**								
	Type of Work: ADD LEFT TURN LANE(S)				**Proposed Study:** PD&E				
	Program Direction:								
	2022 MPO Highways & Freight Program PRIORITY# 25-CITY OF CORAL SPRINGS FEASIBILTY STUDY; ADD DUAL LEFT-TURN LANES ON UNIVERSITY DR SOUTHBOUND AT ROYAL PALM BLVD. ENVIRONMENTAL STUDY MAY BE NEEDED.								
PDE	0	0	75,000	0	0	0	75,000	**0**	*2026-2030*
PE	0	0	0	0	370,000	0	370,000	**0**	*2026-2030*
ROW	0	0	0	0	0	0	0	**751,326**	*2036-2040*
CST	0	0	0	0	0	0	0	**751,326**	*2036-2040*
Total	**0**	**0**	**75,000**	**0**	**370,000**	**0**	**445,000**	**1,502,652**	
City: Coral Springs					**Ownership: State, Local**		***Total Project Cost Estimate:***		***1,947,652***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI204 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
13 2025-21	**A1A/SE 20 AVE @ SR 810/E HILLSBORO BLVD - FM# 4495641**								
	Type of Work: INTERSECTION IMPROVEMENT				**Proposed Study:** PD&E				
	Program Direction:								
	2022 MPO Highways & Freight Program PRIORITY# 26-CITY OF DEERFIELD BEACH FEASIBILTY STUDY; RECONFIGURE INTERSECTION ADDITIONAL EB TO NB TURN LANE, ALLOW THROUGH MOVEMENT EB TO WB, AND EXTEND LEFT-TURN LANE NB TO WB								
PDE	0	0	75,000	0	0	0	75,000	**0**	*2026-2030*
PE	0	0	0	0	370,000	0	370,000	**241,129**	*2026-2030*
ROW	0	0	0	0	0	0	0	**3,565,041**	*2026-2030*
CST	0	0	0	0	0	0	0	**4,210,436**	*2031-2035*
Total	**0**	**0**	**75,000**	**0**	**370,000**	**0**	**445,000**	**8,016,606**	
City: Deerfield Beach					**Ownership: State**		***Total Project Cost Estimate:***		***8,461,606***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI205 *MTP Time Band*

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
14 2025-22	**SR-858/HALLANDALE BEACH BLVD @ NE 14 AVE - FM# 4495651**								
	Type of Work: ADD LEFT TURN LANE(S)				**Proposed Study:** PD&E				
	Program Direction:								
	2022 MPO Highways & Freight Program PRIORITY# 27- CITY OF HALLANDALE BEACH FEASIBILTY STUDY: IMPLEMENT DUAL LEFT TURN LANE EASTBOUND FROM EB HALLANDALE BEACH BLVD TO NB NE 14TH AVE. R/W NEEDED								
PDE	0	0	75,000	0	0	0	75,000	**0**	*2026-2030*
PE	0	0	0	0	370,000	0	370,000	**24,000**	*2026-2030*
ROW	0	0	0	0	0	0	0	**2,694,053**	*2036-2040*
CST	0	0	0	0	0	0	0	**2,694,053**	*2036-2040*
Total	**0**	**0**	**75,000**	**0**	**370,000**	**0**	**445,000**	**5,412,106**	
City: Hallandale Beach					**Ownership: State, Local**			***Total Project Cost Estimate:***	***5,857,106***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI206 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
15 2025-23	**COPANS ROAD GRADE SEPARATION @ SOUTH FLORIDA RAIL CORRIDOR - FM# 4417132**								
	Type of Work: PD&E/EMO STUDY				**Proposed Study:** PD&E				
	Program Direction: Move forward with programming to access grant funding.Current coordination with FDOT and Broward County with existing Railroad Crossing Elimination Program Grant. This project could change in priority following conversation with FDOT prior to MPO Board ap								
	Construct grade separation at railroad crossing. Feasibility study is currently in Work Program. FDOT rail office is looking at grade separation in multiple locations. Project Sponsor: Broward MPO								
PDE	0	0	500,000	0	0	0	500,000	**2,000,000**	*2036-2040*
PE	0	0	0	0	0	0	0	**5,199,000**	*2041-2050*
ROW	0	0	0	0	0	0	0	**23,630,000**	*2041-2050*
CST	0	0	0	0	0	0	0	**55,624,000**	*2041-2050*
Total	**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**	**86,453,000**	
City: Pompano Beach					**Ownership: State**			***Total Project Cost Estimate:***	***86,953,000***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:SIS3671 *MTP Time Band*

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

16 2025-25

E ORANGE DRIVE FROM DAVIE ROAD TO SR-7 - FM# 4533251

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

Add center turn lane and lighting improvements. Project may not need PD&E study. Depends on right of way. Project Sponsor: Town of Davie

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI378 *MTP Time Band*

PDE	0	0	0	0	805,000	0	805,000	**0**	*2026-2030*
PE	0	0	0	0	0	0	0	**510,905**	*2026-2030*
ROW	0	0	0	0	0	0	0	**9,114,321**	*2036-2040*
CST	0	0	0	0	0	0	0	**9,114,321**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**805,000**	**0**	**805,000**	**18,739,547**	

City: Davie **Ownership: Local** ***Total Project Cost Estimate:*** ***19,544,547***

17 2025-29

SW 148TH AVE FROM BASS CREEK RD TO MIRAMAR PKWY - FM# 4496431

Type of Work: PD&E/EMO STUDY **Proposed Study:** PD&E

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

2022 MPO Highways & Freight Program PRIORITY #36 WIDEN 2 TO 4 LANES WITH MEDIAN, BIKE LANES, SIDEWALKS, LANDSCAPE, HARDSCAPE, AND IRRIGATION.

LAP: No **Lead Agency: FDOT**

Program: Highways & Freight

MTP ID:TI367 *MTP Time Band*

PDE	0	0	500,000	1,500,000	0	0	2,000,000	**0**	*2026-2030*
PE	0	0	0	0	0	0	0	**1,285,457**	*2026-2030*
CST	0	0	0	0	0	0	0	**11,768,757**	*2036-2040*
Total	**0**	**0**	**500,000**	**1,500,000**	**0**	**0**	**2,000,000**	**13,054,214**	

City: Miramar **Ownership: County, Local** ***Total Project Cost Estimate:*** ***15,054,214***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

18 2025-139SIS

SR 870/Commercial Blvd. at FEC Railway - FM# SIS-3672

Type of Work: GRADE SEPARATION **Proposed Study:**

Funding Source: State

Yes Yes Yes Yes

Program Direction:

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:SI033 *MTP Time Band*

PDE	0	0	0	0	0	0	0	3,000,000	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,000,000**	

City: Oakland Park **Ownership: State** ***Total Project Cost Estimate: 3,000,000***

19 2025-02RO

Atlantic Blvd @ SR-7 - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Add dedicated right turn lanes to west bound Atlantic and south bound State Road 7. Provide dual left turn lanes for both north and south bound State Road 7. Add storage to intersection. Consider creating a depressed intersection. Project sponsor: Margate.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:MG006 *MTP Time Band*

PLN	0	0	0	0	0	0	0	290,000	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**290,000**	

City: Margate **Ownership: State, County** ***Total Project Cost Estimate: 290,000***

20 2025-04RO

FEC from Broward/Miami-Dade County Line to FLL Airport - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Railroad Grade Separation Study. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:BM136 *MTP Time Band*

PLN	0	0	0	0	0	0	0	342,500	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**342,500**	

City: Broward County, Hallandale Beach, Hollywood, Dania Beach **Ownership: State** ***Total Project Cost Estimate: 342,500***

DRAFT

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

21 2025-06RO

Oakland Park Blvd @ Powerline Rd - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Intersection Improvement. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:BM135 *MTP Time Band*

PLN	0	0	0	0	0	0	0	342,500	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**342,500**	

City: Oakland Park, Wilton Manors **Ownership: State** ***Total Project Cost Estimate:*** ***342,500***

22 2025-07RO

Plantation Midtown Bridge from SW 17th Street to SR-84 - FM#

Type of Work: Bridge **Proposed Study:**

Funding Source: State

Yes Yes Yes Yes

Program Direction:

The City is proposing construction of a bridge that will span the North New River Canal. The bridge will be located between University Drive and Pine Island Road and will relieve traffic from both roadways. Project Sponsor: Plantation.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:PL001 *MTP Time Band*

CST	0	0	0	0	0	0	0	14,244,945	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14,244,945**	

City: Plantation **Ownership: Local** ***Total Project Cost Estimate:*** ***14,244,945***

23 2025-08RO

FEC from North of Sunrise Blvd to Broward/Palm Beach County Line - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Railroad Grade Separation Study. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:BM138 *MTP Time Band*

PLN	0	0	0	0	0	0	0	342,500	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**342,500**	

City: Deerfield Beach, Pompano Beach, Fort Lauderdale, Oakland Park, Boca Raton **Ownership: State** ***Total Project Cost Estimate:*** ***342,500***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

24 2025-09RO

Dania Beach Blvd from US-1 to A1A - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State and Federal

Yes Yes Yes Yes

Program Direction:

Assess the vulnerability of Dania Beach Blvd looking at sea level rise adaptation. Project Sponsor:Dania Beach

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:DB001 *MTP Time Band*

PLN	0	0	0	0	0	0	0	**290,000**	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**290,000**	

City: Hollywood, Dania Beach **Ownership: State, County, Local** ***Total Project Cost Estimate:*** ***290,000***

25 2025-13RO

Hallandale Beach Boulevard Corridor from I-95 to NE 8th Avenue - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State and Federal

Yes Yes Yes Yes

Program Direction:

The two most deficient intersections along Hallandale Beach Boulevard are at Dixie Highway and NE/SE1st Avenue and at US-1. Hallandale Beach Boulevard is the only form of access to the beach, and one of only two connections west of I-95. Project Sponsor: Hallandale Beach.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:HB004 *MTP Time Band*

PLN	0	0	0	0	0	0	0	**290,000**	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**290,000**	

City: Hallandale Beach, Pembroke Park **Ownership: State, County, Local** ***Total Project Cost Estimate:*** ***290,000***

26 2025-143SIS

US 27 Rail Study from HEFT n Miami-Dade to Hendry/Palm Beach County Line - FM#

Type of Work: RAIL CAPACITY **Proposed Study:**

Funding Source: State

Yes Yes Yes Yes

Program Direction:

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:SI037 *MTP Time Band*

PDE	0	0	0	0	0	0	0	**9,500,000**	*2041-2050*
PE	0	0	0	0	0	0	0	**21,819,000**	*2041-2050*
ROW	0	0	0	0	0	0	0	**2,204,000**	*2041-2050*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**33,523,000**	

City: Weston, Southweset Ranches, Pembroke Pines, Miramar **Ownership: State** ***Total Project Cost Estimate:*** ***33,523,000***

DRAFT

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

27 2025-15RO

SR 834/Sample Road & Copans Road at South Florida Rail Corridor - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Road/rail grade separation. Project Sponsor: FDOT SIS.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:FD048 *MTP Time Band*

PLN	0	0	0	0	0	0	0	342,500	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**342,500**	

City: Deerfield Beach, Pompano Beach **Ownership: State** ***Total Project Cost Estimate:*** ***342,500***

28 2025-18RO

SR 814/Atlantic Boulevard at South Florida Rail Corridor - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Road/rail grade separation. Project Sponsor: FDOT SIS.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:FD050 *MTP Time Band*

PLN	0	0	0	0	0	0	0	342,500	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**342,500**	

City: Pompano Beach **Ownership: State** ***Total Project Cost Estimate:*** ***342,500***

29 2025-20RO

Sunrise Blvd @ State Road 7 - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Conduct multimodal feasibility study. Project sponsor:Lauderhill.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:LH003 *MTP Time Band*

PLN	0	0	0	0	0	0	0	342,500	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**342,500**	

City: Lauderhill, Plantation **Ownership: State** ***Total Project Cost Estimate:*** ***342,500***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

30 2025-23RO

South Florida Rail Corridor @ Hillsboro Boulevard - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Grade separation at Railroad crossing.Project Sponsor:Deerfield Beach.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:DF016 *MTP Time Band*

PLN	0	0	0	0	0	0	0	402,500	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**402,500**	

City: Deerfield Beach **Ownership: State** ***Total Project Cost Estimate:*** ***402,500***

31 2025-26RO

Old Dixie Highway over S Fork Middle River Bridge - FM#

Type of Work: Feasibility Study **Proposed Study:** Feasibility Study

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

Structural repairs to the bridge including concrete repairs to elements in close proximity to the water. Addition of bike lanes and sidewalks on the bridge. Project Sponsor: Fort Lauderdale.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:FL015 *MTP Time Band*

PLN	0	0	0	0	0	0	0	402,500	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**402,500**	

City: Fort Lauderdale, Wilton Manors **Ownership: Local** ***Total Project Cost Estimate:*** ***402,500***

32 2025-32RO

NE 15th Ave over S Fork of Middle River Bridge - FM#

Type of Work: Bridge **Proposed Study:** Feasibility

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

The reinforced concrete piles have spalls, delaminations and cracks with corrosion staining and/or exposed corroded reinforcing steel. Piles will require jackets with galvanic anodes. Concrete element repairs.Project Sponsor: Fort Lauderdale.

LAP: **Lead Agency:**

Program: Highways & Freight

MTP ID:FL016 *MTP Time Band*

PLN	0	0	0	0	0	0	0	290,000	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**290,000**	

City: Fort Lauderdale, Wilton Manors **Ownership: Local** ***Total Project Cost Estimate:*** ***16,495,780***

DRAFT

Infrastructure Haderning Program

The Infrasturcture Hardening Program is designed to support projects that mitigate the effects of weather extremes on the region's transportation infrastructure. These projects focus on enhancing the durability and adaptability of the transportation network. These projects were identified and prioritized through an assessment process that measured network sensitivity, exposure and adaptive capacity to extreme weather events.

DRAFT

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

01 — **SR-5/US-1 FROM LAS OLAS BLVD SR-842/BROWARD BLVD and Broward Blvd. from Andrews Ave. to US-1. - FM# 4534271**

Funding Source: State

2025-09

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

No | N/A | Yes | Yes

Program Direction: Remove funding from Broward MPO UPWP in FY 2027 ($150k). Allocate the funds to INFRASTRUCTURE HARDENING priority 03.

LAP: No **Lead Agency: FDOT**

INFRASTRUCTURE HARDENING - 2023 LOPP Roadway Priority #13.Conduct study to determine INFRASTRUCTURE HARDENING improvements. Planning study included in 4480881 SR-5/US-1 FT LAUDERDALE INFRASTRUCTURE HARDENING STUDY - PHASE 1. Conduct study to determine INFRASTRUCTURE HARDENING improvements. Planning study included in 4480881 SR-5/US-1 FT LAUDERDALE INFRASTRUCTURE HARDENING STUDY - PHASE 1. INFRASTRUCTURE HARDENING project to address known climate

Program: INFRASTRUCTURE HARDENING

MTP ID:TI383 *MTP Time Band*

PLN	0	0	150,000	0	0	0	150,000	0	*2026-2030*
Total	**0**	**0**	**150,000**	**0**	**0**	**0**	**150,000**	**0**	

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 150,000***

02 — **SR-5/US-1 FROM SR-858/HALLANDALE BEACH BLVD TO SR-824/PEMBROKE RD - FM# 4534291**

Funding Source: State

2025-11

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

No | N/A | Yes | Yes

Program Direction: Remove funding from Broward MPO UPWP in FY 2028 ($150k). Allocate the funds to INFRASTRUCTURE HARDENING priority 04.

LAP: No **Lead Agency: FDOT**

INFRASTRUCTURE HARDENING - 2023 LOPP Roadway Priority #15. Conduct study to determine infrastructure hardening improvements. Planning study included in 4481321 SOUTHEAST BROWARD infrastructure hardening STUDY - PHASE 1 - MULTIPLE LOCATIONS. infrastructure hardening project to address known climate stressors: storm surge, sea level rise, flooding, and heat. PLN $150,000 PE $1,350,000. Project Sponsor: Broward MPO

Program: INFRASTRUCTURE HARDENING

MTP ID:TI384 *MTP Time Band*

PLN	0	0	0	150,000	0	0	150,000	0	*2026-2030*
Total	**0**	**0**	**0**	**150,000**	**0**	**0**	**150,000**	**0**	

City: Hallandale Beach **Ownership: State** ***Total Project Cost Estimate: 150,000***

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	150,000	0	150,000	0	2026-2030
Total	**0**	**0**	**0**	**0**	**150,000**	**0**	**150,000**	**0**	

03 — 2025-12

SR-858/HALLANDALE BEACH BLVD FROM SR-5/US-1 TO SR-A1A - FM# 4534301

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

yes | N/A | Yes | Yes

Program Direction: Add the project to DTWP in FY 2027 and remove $150k in funding from the Broward MPO UPWP in FY 2029. Allocate the funds to the INFRASTRUCTURE HARDENING priority 05.

LAP: No **Lead Agency: FDOT**

infrastructure hardening - 2023 LOPP Roadway Priority #16. Conduct study to determine infrastructure hardening improvements. Planning study included in 4481321 SOUTHEAST BROWARD infrastructure hardening STUDY - PHASE 1 - MULTIPLE LOCATIONS. infrastructure hardening project to address known climate stressors: storm surge, sea level rise, flooding, and heat. PLN $150,000 PE $1,350,000. Project Sponsor: Broward MPO

Program: INFRASTRUCTURE HARDENING

MTP ID:TI385 *MTP Time Band*

City: Hallandale Beach **Ownership: State** ***Total Project Cost Estimate: 150,000***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	290,000	2026-2030
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**290,000**	

04 — 2025-04RE

SR-814 Atlantic Boulevard from I-95 to Andrews Avenue - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction: Alllocate fund for FY 2028.

LAP: **Lead Agency:**

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

Program: INFRASTRUCTURE HARDENING

MTP ID:BM139 *MTP Time Band*

City: Pompano Beach **Ownership: State** ***Total Project Cost Estimate: 290,000***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	290,000	2026-2030
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**290,000**	

05 — 2025-05RE

SR-814 Atlantic Boulevard from University Drive to SR-869 - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction: Alllocate funds for FY 2029.

LAP: **Lead Agency:**

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

Program: INFRASTRUCTURE HARDENING

MTP ID:BM140 *MTP Time Band*

City: Coral Springs **Ownership: State** ***Total Project Cost Estimate: 290,000***

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	342,500	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	342,500	

06 — 2025-06RE

SR-814 Atlantic Boulevard from US-1 to SR-A1A - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction: Alllocate funds for FY 2030.

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM141 *MTP Time Band*

City: Pompano Beach **Ownership: State** ***Total Project Cost Estimate: 342,500***

07 — 2025-07RE

SR-816 Oakland Park Blvd from SR-7 to I-95 - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM142 *MTP Time Band*

City: Lauderdale Lakes, Oakland Park **Ownership: State** ***Total Project Cost Estimate: 342,500***

08 — 2025-08RE

SR-817 University Dr from Atlantic Blvd to Commercial Blvd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM143 *MTP Time Band*

City: Coral Springs, Tamarac **Ownership: State** ***Total Project Cost Estimate: 342,500***

DRAFT

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	342,500	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	342,500	

09 — 2025-09RE

SR-817 University Dr from Sunrise Blvd to Broward Blvd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM144 *MTP Time Band*

City: Plantation **Ownership: State** ***Total Project Cost Estimate: 342,500***

10 — 2025-10RE

SR-820 Hollywood Blvd from US-1 to SR-A1A - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM145 *MTP Time Band*

City: Hollywood **Ownership: State** ***Total Project Cost Estimate: 342,500***

11 — 2025-11RE

SR-822 Sheridan St from US-1 to SR-A1A - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM146 *MTP Time Band*

City: Dania Beach, Hollywood **Ownership: State** ***Total Project Cost Estimate: 342,500***

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	342,500	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	342,500	

12 — 2025-12RE

SR-838 Sunrise Blvd from US-1 to SR-A1A - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM147 *MTP Time Band*

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 342,500***

13 — 2025-13RE

SR-84 from Andrews Ave to US-1 - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM148 *MTP Time Band*

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 342,500***

14 — 2025-14RE

SR-842 Broward Blvd from US-1 to Andrews Ave - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM149 *MTP Time Band*

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 342,500***

DRAFT

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	342,500	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**342,500**	

15 — 2025-15RE

SR-845 Powerline Rd from Oakland Park Blvd to Atlantic Blvd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM150 *MTP Time Band*

City: Fort Lauderdale, Oakland Park, Pompano Beach **Ownership: State** ***Total Project Cost Estimate: 342,500***

16 — 2025-16RE

SR-858 Hallandale Beach Blvd from US-1 to SR-A1A - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM151 *MTP Time Band*

City: Hallandale Beach **Ownership: State** ***Total Project Cost Estimate: 402,500***

17 — 2025-17RE

SR-870 Commercial Blvd from SR-A1A to Powerline Rd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM152 *MTP Time Band*

City: Fort Lauderdale, Lauderdale-by-the-Sea, Oakland Park **Ownership: State** ***Total Project Cost Estimate: 402,500***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	402,500	2036-2040
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	402,500	

18 — 2025-18RE

SR-A1A from Arizona St to Broward/Miami-Dade County Line - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM153 *MTP Time Band*

City: Hallandale Beach **Ownership: State** ***Total Project Cost Estimate: 402,500***

19 — 2025-19RE

US-1 from Hallandale Beach Blvd to Broward/Miami-Dade County Line - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM154 *MTP Time Band*

City: Hallandale Beach **Ownership: State** ***Total Project Cost Estimate: 402,500***

20 — 2025-20RE

US-1 from Davie Blvd to Broward Blvd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM155 *MTP Time Band*

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 402,500***

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	402,500	2036-2040
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	402,500	

21 — 2025-21RE

US-1 from Commercial Blvd to NE 14th St - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM156 *MTP Time Band*

City: Fort Lauderdale, Oakland Park, Pompano

Ownership: State

Total Project Cost Estimate: 402,500

22 — 2025-22RE

US-1/SR-838 Sunrise Blvd from Sears Town to Oakland Park Blvd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM157 *MTP Time Band*

City: Fort Lauderdale

Ownership: State

Total Project Cost Estimate: 402,500

23 — 2025-23RE

US-27 from I-75 to Griffin Rd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes | Yes | Yes | Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM158 *MTP Time Band*

City: Southwest Ranches, Weston

Ownership: State

Total Project Cost Estimate: 402,500

DRAFT

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

24 — 2025-24RE

I-95 from Commercial Blvd to Atlantic Blvd - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM159 *MTP Time Band*

PLN	0	0	0	0	0	0	0	402,500	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	402,500	

City: Oakland Park, Pompano **Ownership: State** ***Total Project Cost Estimate: 402,500***

25 — 2025-25RE

I-95 from I-595 to SR-84 - FM#

Type of Work: INFRASTRUCTURE HARDENING Study

Proposed Study: INFRASTRUCTURE HARDENING Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Conduct study to determine INFRASTRUCTURE HARDENING improvements.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM160 *MTP Time Band*

PLN	0	0	0	0	0	0	0	402,500	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	402,500	

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 402,500***

26 — 2025-28RE

Mast-Arm Conversion SW/SE 10th St - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ SE 2nd Ave, SE 6th Ave, and SW 6th Ave Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM164 *MTP Time Band*

PE	0	0	0	0	0	0	0	121,524	*2026-2030*
ROW	0	0	0	0	0	0	0	276,190	*2026-2030*
CST	0	0	0	0	0	0	0	652,380	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,050,094	

City: Deerfield Beach **Ownership: Local** ***Total Project Cost Estimate: 1,050,094***

DRAFT

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
27 2025-29RE — **Mast-Arm Conversion Atlantic Blvd - FM#**									
PE	0	0	0	0	0	0	0	**143,524**	*2031-2035*
ROW	0	0	0	0	0	0	0	**326,190**	*2031-2035*
CST	0	0	0	0	0	0	0	**652,380**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,122,094	

Type of Work: Mast-Arm
Proposed Study:
Funding Source: Federal
Yes Yes Yes Yes
Program Direction:
Convert traffic signal wires to mast-arms @ S Cypress Rd, NE/SW 1st Ave, NE/SE 11th Ave, and Dixie Highway Project Sponsor: Broward MPO.
LAP: **Lead Agency:**
Program: INFRASTRUCTURE HARDENING
MTP ID:BM165 *MTP Time Band*
City: Pompano Beach **Ownership: Local** ***Total Project Cost Estimate: 1,122,094***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
28 2025-30RE — **Mast-Arm Conversion Las Olas Blvd - FM#**									
PE	0	0	0	0	0	0	0	**143,524**	*2031-2035*
ROW	0	0	0	0	0	0	0	**326,190**	*2031-2035*
CST	0	0	0	0	0	0	0	**652,380**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,122,094	

Type of Work: Mast-Arm
Proposed Study:
Funding Source: Federal
Yes Yes Yes Yes
Program Direction:
Convert traffic signal wires to mast-arms @ SE 6th Ave. Project Sponsor: Broward MPO.
LAP: **Lead Agency:**
Program: INFRASTRUCTURE HARDENING
MTP ID:BM166 *MTP Time Band*
City: Fort Lauderdale **Ownership: Local** ***Total Project Cost Estimate: 1,122,094***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
29 2025-31RE — **Mast-Arm Conversion Johnson St - FM#**									
PE	0	0	0	0	0	0	0	**143,524**	*2031-2035*
ROW	0	0	0	0	0	0	0	**326,190**	*2031-2035*
CST	0	0	0	0	0	0	0	**652,380**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,122,094**	

Type of Work: Mast-Arm
Proposed Study:
Funding Source: Federal
Yes Yes Yes Yes
Program Direction:
Convert traffic signal wires to mast-arms @ N 28th Ave, N 20th Ave, N 19th Ave. Project Sponsor: Broward MPO.
LAP: **Lead Agency:**
Program: INFRASTRUCTURE HARDENING
MTP ID:BM167 *MTP Time Band*
City: Hollywood **Ownership: Local** ***Total Project Cost Estimate: 1,122,094***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
30 2025-32RE — **Mast-Arm Conversion Copans Rd - FM#**									
PE	0	0	0	0	0	0	0	**143,524**	*2031-2035*
ROW	0	0	0	0	0	0	0	**326,190**	*2031-2035*
CST	0	0	0	0	0	0	0	**766,666**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,236,380**	

Type of Work: Mast-Arm
Proposed Study:
Funding Source: Federal
Yes Yes Yes Yes
Program Direction:
Convert traffic signal wires to mast-arms @ NE 15th Ter, N Cypress Rd, NE 12th Ter. Project Sponsor: Broward MPO.
LAP: **Lead Agency:**
Program: INFRASTRUCTURE HARDENING
MTP ID:BM168 *MTP Time Band*
City: Pompano Beach **Ownership: County** ***Total Project Cost Estimate: 1,236,380***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
31 2025-33RE — **Mast-Arm Conversion SW 10th St - FM#**									
PE	0	0	0	0	0	0	0	**143,524**	*2031-2035*
ROW	0	0	0	0	0	0	0	**326,190**	*2031-2035*
CST	0	0	0	0	0	0	0	**766,666**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,236,380**	

Type of Work: Mast-Arm
Proposed Study:
Funding Source: State
Yes Yes Yes Yes
Program Direction:
Convert traffic signal wires to mast-arms @ Natura Blvd, Newport Center, and Military Trail. Project Sponsor: Broward MPO.
LAP: **Lead Agency:**
Program: INFRASTRUCTURE HARDENING
MTP ID:BM169 *MTP Time Band*
City: Deerfield Beach **Ownership: State** ***Total Project Cost Estimate: 1,236,380***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
32 2025-34RE — **Mast-Arm Conversion Atlantic Blvd - FM#**									
PE	0	0	0	0	0	0	0	**143,524**	*2031-2035*
ROW	0	0	0	0	0	0	0	**383,333**	*2036-2040*
CST	0	0	0	0	0	0	0	**766,666**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,293,523**	

Type of Work: Mast-Arm
Proposed Study:
Funding Source: State
Yes Yes Yes Yes
Program Direction:
Convert traffic signal wires to mast-arms @ NW 6th Ave Project Sponsor: Broward MPO.
LAP: **Lead Agency:**
Program: INFRASTRUCTURE HARDENING
MTP ID:BM170 *MTP Time Band*
City: Pompano Beach **Ownership: State** ***Total Project Cost Estimate: 1,293,523***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PE	0	0	0	0	0	0	0	143,524	2031-2035
ROW	0	0	0	0	0	0	0	383,333	2036-2040
CST	0	0	0	0	0	0	0	766,666	2036-2040
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,293,523	

33 — 2025-35RE

Mast-Arm Conversion Broward Blvd - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ I-95 Interchange, and NW 15th Ave Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM171 *MTP Time Band*

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 1,293,523***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PE	0	0	0	0	0	0	0	143,524	2031-2035
ROW	0	0	0	0	0	0	0	383,333	2036-2040
CST	0	0	0	0	0	0	0	980,951	2041-2050
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,507,808	

34 — 2025-36RE

Mast-Arm Conversion Commercial Blvd - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ Bayview Dr, and NE 20th Ave. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM172 *MTP Time Band*

City: Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate: 1,507,808***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
35 2025-37RE — **Mast-Arm Conversion Davie Blvd - FM#**									
Type of Work: Mast-Arm					**Proposed Study:**				
Funding Source: State									
Yes Yes Yes Yes									
Program Direction:							**LAP:**	**Lead Agency:**	
Convert traffic signal wires to mast-arms @ I-95 Interchange, SW 17th Ave, and SW 15th Ave. Project Sponsor: Broward MPO.							***Program: INFRASTRUCTURE HARDENING***		
							MTP ID:BM173		*MTP Time Band*
PE	0	0	0	0	0	0	0	**168,667**	*2036-2040*
ROW	0	0	0	0	0	0	0	**383,333**	*2036-2040*
CST	0	0	0	0	0	0	0	**980,951**	*2041-2050*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,532,951**	
City: Fort Lauderdale					**Ownership: State**		***Total Project Cost Estimate:***	***1,532,951***	

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
36 2025-38RE — **Mast-Arm Conversion US-1 - FM#**									
Type of Work: Mast-Arm					**Proposed Study:**				
Funding Source: State									
Yes Yes Yes Yes									
Program Direction:							**LAP:**	**Lead Agency:**	
Convert traffic signal wires to mast-arms @ STIRLING ROAD (SR 848), 37 STREET NE, 2800 BLOCK NE, 3000 BLOCK NE, HARDING STREET, 24 STREET NE, 7 STREET SE, 38 STREET NE, JOHNSON STREET, 2500 BLOCK NE, SOUTH OF BUCHANAN STREET, 55 STREET NE, TAFT STREET, 3 STREET SW, SOUTH OF 13 STREET SE/SW, 1 STREET NE,7 STREET SE, DIXIE HIGHWAY/7 STREET SE,33 COURT NE, SHENANDOAH STREET,2400 BLOCK NE, and 3500 BLOCK NE.Project Sponsor: Broward MPO							***Program: INFRASTRUCTURE HARDENING***		
							MTP ID:BM174		*MTP Time Band*
PE	0	0	0	0	0	0	0	**168,667**	*2036-2040*
ROW	0	0	0	0	0	0	0	**383,333**	*2036-2040*
CST	0	0	0	0	0	0	0	**980,951**	*2041-2050*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,532,951**	
City: Dania Beach, Fort Lauderdale, Hollywood, Pompano Beach					**Ownership: State**		***Total Project Cost Estimate:***	***1,532,951***	

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PE	0	0	0	0	0	0	0	168,667	2036-2040
ROW	0	0	0	0	0	0	0	490,476	2041-2050
CST	0	0	0	0	0	0	0	980,951	2041-2050
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,640,094	

37 — 2025-39RE

Mast-Arm Conversion Griffin Rd - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ NW 10th St, Perimiter Rd, and Old Griffin Rd. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM175 *MTP Time Band*

City: Dania Beach **Ownership: State** ***Total Project Cost Estimate: 1,640,094***

38 — 2025-40RE

Mast-Arm Conversion Hillsboro Blvd - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ SE 9 Ave. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM176 *MTP Time Band*

PE	0	0	0	0	0	0	0	168,667	2036-2040
ROW	0	0	0	0	0	0	0	490,476	2041-2050
CST	0	0	0	0	0	0	0	980,951	2041-2050
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,640,094	

City: Deerfield Beach **Ownership: State** ***Total Project Cost Estimate: 1,640,094***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PE	0	0	0	0	0	0	0	168,667	2036-2040
ROW	0	0	0	0	0	0	0	490,476	2041-2050
CST	0	0	0	0	0	0	0	980,951	2041-2050
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1,640,094	

39 — 2025-41RE

Mast-Arm Conversion Hollywood Blvd - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ N/S 13th Ave. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM177 *MTP Time Band*

City: Hollywood **Ownership: State** ***Total Project Cost Estimate: 1,640,094***

40 — 2025-42RE

Mast-Arm Conversion Lyons Rd - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ Sawgrass Expressway. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM178 *MTP Time Band*

City: Coconut Creek **Ownership: State** ***Total Project Cost Estimate: 1,640,094***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

INFRASTRUCTURE HARDENING — MPO Adopted Program Funding Goal 5%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PE	0	0	0	0	0	0	0	**168,667**	*2036-2040*
ROW	0	0	0	0	0	0	0	**490,476**	*2041-2050*
CST	0	0	0	0	0	0	0	**980,951**	*2041-2050*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,640,094**	

41
2025-43RE

Mast-Arm Conversion Oakland Park Blvd - FM#

Type of Work: Mast-Arm

Proposed Study:

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Convert traffic signal wires to mast-arms @ NE 16th Ave.. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: INFRASTRUCTURE HARDENING

MTP ID:BM179 *MTP Time Band*

City: Oakland Park, Wilton Manors

Ownership: State

Total Project Cost Estimate: ***1,640,094***

DRAFT

Roads for Families Program

The Roads for Families Program focuses on enhancing roadway infrastructure to address gaps in the local and regional network. This program also includes funding for the Roads for Economic Vitality (REV), a competitive grant program that provides funding to municipalities.

DRAFT

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
01 2025-01 — **CITY OF LAUDERHILL VARIOUS LOCATIONS - FM# 4507831**									
PE	0	0	150,190	0	0	0	150,190	**18,591**	*2026-2030*
CST	0	0	0	0	0	968,801	968,801	**0**	*2026-2030*
CST-LF	0	0	0	0	0	399,910	399,910	**324,612**	*2026-2030*
Total	**0**	**0**	**150,190**	**0**	**0**	**1,368,711**	**1,518,901**	**343,203**	

Type of Work: BIKE LANE/SIDEWALK — **Proposed Study:** N/A

Funding Source: Federal — Yes (Scope of Work) Yes (Resolution) Yes (Cost Estimate) Yes (Collaboration Among Partners)

Program Direction: Utilize Cleary Blvd. funding for PE. Do not program federal funding for construction beyond $4M REV policy cap.

2023 MPO REV (Roads for Economic Vitality) PRIORITY #7 CYCLE 6 LAP W/CITY OF LAUDERHILL NW 49TH AVE. FROM NW 12TH STREET TO NW 23RD STREET, NW 43RD TERRACE FROM NW 12TH STREET TO NW 16TH STREET, NW 12TH STREET FROM NW 50TH AVENUE TO SR 7.

LAP: Yes — **Lead Agency: Lauderhill**

Program: Roads for Families

MTP ID:TI374 — *MTP Time Band*

City: Lauderhill — **Ownership: Local** — ***Total Project Cost Estimate: 1,862,104***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
02 2025-02 — **TYLER ST FROM NW 21 AVE TO N YOUNG CIRCLE - FM# 4507901**									
PE	0	0	299,052	0	0	0	299,052	**670,695**	*2026-2030*
CST	0	0	0	0	0	3,430,460	3,430,460	**0**	*2031-2035*
CST-LF	0	0	0	0	0	1,461,918	1,461,918	**0**	*2031-2035*
Total	**0**	**0**	**299,052**	**0**	**0**	**4,892,378**	**5,191,430**	**670,695**	

Type of Work: BIKE LANE/SIDEWALK — **Proposed Study:** Feasibility Study

Funding Source: Federal, State, and Local — Yes (Scope of Work) Yes (Resolution) Yes (Cost Estimate) Yes (Collaboration Among Partners)

Program Direction: Add $569,540 of SU to achieve $4M funding cap for REV. Do not program federal funding for construction beyond $4M REV policy cap.

2023 MPO REV (Roads for Economic Vitality) PRIORITY #8 CYCLE 6 LAP W/CITY OF HOLLYWOOD

LAP: Yes — **Lead Agency: Hollywood**

Program: Roads for Families

MTP ID:TI375 — *MTP Time Band*

City: Hollywood — **Ownership: Local/State** — ***Total Project Cost Estimate: 5,862,125***

DRAFT

Scope of Work · Resolution · Cost Estimate · Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

03 — 2025-03

NW 41 STREET FROM SR-7/US-441 TO NW 31 AVE - FM# 4533381

Type of Work: BIKE LANE/SIDEWALK **Proposed Study:** N/A

Funding Source: Federal and Local

Yes Yes Yes Yes

Program Direction: Utilize Cleary Blvd. funding for PE. Do not program federal funding for construction beyond $4M REV policy cap.

2023 LOPP REV (Roads for Economic Vitality) Priority #4. Cycle 7. Installation of a multi-use path on both sides of NW 41st St from SR-7 and NW 31st Ave in addition to two new community shuttle stops

LAP: Yes **Lead Agency: Lauderdale Lakes**

Program: Roads for Families

MTP ID:TI380 *MTP Time Band*

PE	0	0	234,620	0	0	0	234,620	**68,744**	*2026-2030*
CST	0	0	0	0	0	1,345,057	1,345,057	**0**	*2026-2030*
CST-LF	0	0	0	0	0	187,215	187,215	**405,291**	*2026-2030*
Total	**0**	**0**	**234,620**	**0**	**0**	**1,532,272**	**1,766,892**	**474,035**	

City: Lauderdale Lakes **Ownership: Local** ***Total Project Cost Estimate:*** ***2,240,927***

04 — 2025-04

CITY OF HOLLYWOOD SIDEWALK AT VARIOUS LOCATIONS - FM# 4533391

Type of Work: BIKE PATH/TRAIL **Proposed Study:** N/A

Funding Source: Federal and Local

Yes Yes Yes Yes

Program Direction: Utilize Cleary Blvd. funding for PE. Do not program federal funding for construction beyond $4M REV policy cap.

2023 LOPP REV (Roads for Economic Vitality) Priority #8. Cycle 7. Area between I-95 to the west, Dixie Hwy to the east, Pembroke Rd to the south and Johnson St to the north. Please refer to the project location map in the provided back up documentation for this project.

LAP: Yes **Lead Agency: Hollywood**

Program: Roads for Families

MTP ID:TI381 *MTP Time Band*

PE	0	0	452,982	0	0	0	452,982	**274,131**	*2026-2030*
CST	0	0	0	0	0	3,529,127	3,529,127	**0**	*2031-2035*
CST-LF	0	0	0	0	0	298,655	298,655	**0**	*2031-2035*
Total	**0**	**0**	**452,982**	**0**	**0**	**3,827,782**	**4,280,764**	**274,131**	

City: HOLLYWOOD **Ownership: Local** ***Total Project Cost Estimate:*** ***4,554,895***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
05 2025-06	**NE 15TH AVENUE FROM SUNRISE BLVD. TO THE MIDDLE RIVER - FM# 4544071**								
	Type of Work: BIKE PATH/TRAIL				**Proposed Study:** N/A				
	Program Direction: Do not program federal funding for construction beyond $4M REV policy cap								
	Cycle 8. Enhanced bike lanes, new and enhanced crosswalks, extended landscaped medians, and raised intersections								
PE-CST-LF	0	0	0	0	0	0	0	**287,892**	*N/A*
PE	0	0	0	5,000	471,015	0	476,015	**0**	*N/A*
CST	0	0	0	0	0	0	0	**2,931,246**	*N/A*
Total	**0**	**0**	**0**	**5,000**	**471,015**	**0**	**476,015**	**3,219,138**	
City: Fort Lauderdale					**Ownership: Local**		***Total Project Cost Estimate:***		***3,695,153***

Funding Source: Federal and Local

Yes | Yes | Yes | Yes

LAP: Yes **Lead Agency: Fort Lauderdale**

Program: Roads for Families

MTP ID: ***MTP Time Band***

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
06 2025-08	**Miramar Blvd. from University Dr. to Douglas Rd - FM# 4561541**								
	Type of Work: Bike/Ped				**Proposed Study:** N/A				
	Program Direction: Do not program federal funding for construction beyond $4M REV policy cap								
	Cycle 8. Shared use path on the north side of Miramar Blvd. from University Dr. to Douglas Road and on the west side of Stacey Ln. between Sherman Cir. And Miramar Blvd. Installation of sharrows on Miramar Blvd. from Douglas Rd. to Palm Ave.								
PE-CST-LF	0	0	0	0	0	0	0	**536,918**	*N/A*
PE	0	0	0	0	0	541,918	541,918	**0**	*N/A*
CST	0	0	0	0	0	0	0	**3,556,031**	*N/A*
Total	**0**	**0**	**0**	**0**	**0**	**541,918**	**541,918**	**4,092,949**	
City: Miramar					**Ownership: Local**		***Total Project Cost Estimate:***		***4,634,867***

Funding Source: Federal and Local

Yes | Yes | Yes | Yes

LAP: Yes **Lead Agency: Miramar**

Program: Roads for Families

MTP ID: ***MTP Time Band***

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

07 — 2025-C9-01

South Middle River Mobility Project - FM#

Type of Work: SIDEWALK — **Proposed Study:** N/A

Funding Source: Federal and Local

Yes | Yes | Yes | Yes

Program Direction: Do not program federal funding for construction beyond $4M REV policy cap

LAP: Yes — **Lead Agency: Fort Lauderdale**

REV (Roads for Economic Vitality) Cycle 9.NW 7 AV, NE/NW 6 ST, NW 17 ST, NW 17 PL, NW 13 ST, NE/NW 11 ST, NE/NW 12 ST, NW 1 AV, NW 19 ST, NW/NE 16 ST. New sidewalks, ADA ramps and traffic calming through raised intersections and speed humps in the South Middle River neighborhood

Program: Roads for Families

MTP ID:BM185 — *MTP Time Band*

PE	0	0	0	0	0	0	0	553,448	*N/A*
PE-LF	0	0	0	0	0	0	0	6,754	*N/A*
CST	0	0	0	0	0	0	0	3,241,858	*N/A*
CST-LF	0	0	0	0	0	0	0	38,835	*N/A*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	3,840,895	

City: Fort Lauderdale — **Ownership: Local** — ***Total Project Cost Estimate:*** ***3,840,895***

08 — 2025-C9-02

NW 41 Street from Sr-7 to NW 52 Avenue - FM#

Type of Work: BIKE LANE/SIDEWALK — **Proposed Study:** N/A

Funding Source: Federal and Local

Yes | Yes | Yes | Yes

Program Direction: Do not program federal funding for construction beyond $4M REV policy cap

LAP: Yes — **Lead Agency: Lauderdale Lakes**

REV (Roads for Economic Vitality) Cycle 9. Raised intersections and a shared use path on either side of NW 41st St. Four new community shuttle stops.

Program: Roads for Families

MTP ID:BM185 — *MTP Time Band*

PE	0	0	0	0	0	0	0	541,194	*N/A*
PE-LF	0	0	0	0	0	0	0	10,500	*N/A*
CST	0	0	0	0	0	0	0	4,225,161	*N/A*
CST-LF	0	0	0	0	0	0	0	80,500	*N/A*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	4,857,355	

City: Lauderdale Lakes — **Ownership: Local** — ***Total Project Cost Estimate:*** ***4,857,355***

DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
09 2025-C9-03	**Atlantic Shores Boulevard from US-1 to Diplomat Parkway - FM#**								
	Type of Work: PEDESTRIAN SAFETY IMPROVEMENT				**Proposed Study:** N/A				
	Program Direction: Do not program federal funding for construction beyond $4M REV policy cap								
	REV (Roads for Economic Vitality) Cycle 9. Widened sidewalks, raised pedestrian crossings, roundabout, improved onstreet parking, and pedestrian lighting.								
PE	0	0	0	0	0	0	0	**430,971**	*N/A*
PE-LF	0	0	0	0	0	0	0	**1,826,234**	*N/A*
CST	0	0	0	0	0	0	0	**3,568,161**	*N/A*
CST-LF	0	0	0	0	0	0	0	**13,465,718**	*N/A*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**19,291,084**	
City: Hallandale Beach					**Ownership: Local**			***Total Project Cost Estimate:***	***19,291,084***

Funding Source: Federal and Local

Yes Yes Yes Yes

LAP: Yes **Lead Agency: Hallandale Beach**

Program: Roads for Families

MTP ID:BM185 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
10 2025-01-BD	**SR-817/UNIVERSITY DRIVE FR. N. OF JOHNSON ST TO N. OF SW 36TH ST - FM# 4553151**								
	Type of Work: BIKE LANE/SIDEWALK				**Proposed Study:** N/A				
	Program Direction:								
	2022 MPO Roads for Families PRIORITY #1 TOWN OF DAVIE BASED ON FEASIBILITY STUDY DONE UNDER 432066-3								
PE	0	0	0	0	0	2,020,000	2,020,000	**0**	*N/A*
CST	0	0	0	0	0	0	0	**33,293,626**	*N/A*
Total	**0**	**0**	**0**	**0**	**0**	**2,020,000**	**2,020,000**	**33,293,626**	
City: Davie/Pembroke Pines					**Ownership: State**			***Total Project Cost Estimate:***	***35,313,626***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Roads for Families

MTP ID: *MTP Time Band*

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
11 2025-01-C	**SR-817/UNIVERSITY DR FR N OF SOUTHGATE TO N OF RAMBLEWOOD DRIVE - FM# 4553161**								
	Type of Work: BIKE LANE/SIDEWALK				**Proposed Study:** N/A				
	Program Direction:								
	2020 MPO Roads for Families PRIORITY #2 CITY OF CORAL SPRINGS BASED ON FEASIBILITY STUDY DONE UNDER 432066-3 SR 817/UNIVERSITY DRIVE; AT SOUTHGATE BLVD SAFETY LIGHTING PROJECT NPV= $20,991,198; B/C=17.1; SHSP=2 INTERSECTION CRASHES								
PE	0	0	0	0	0	610,000	610,000	**0**	*N/A*
CST	0	0	0	0	0	0	0	**8,469,890**	*N/A*
Total	**0**	**0**	**0**	**0**	**0**	**610,000**	**610,000**	**8,469,890**	
City: Coral Springs					**Ownership: State**		***Total Project Cost Estimate:***		***9,079,890***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Roads for Families

MTP ID: *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
12 2025-02	**SR-834/SAMPLE RD. FROM BLOUNT RD TO NE 3RD AVE. - FM# 4514061**								
	Type of Work: BIKE LANE/SIDEWALK				**Proposed Study:** N/A				
	Program Direction:								
	2023 BMPO Roads for Families PRIORITY #2. FROM FEASIBILITY STUDY 446377-1.BUFFERED BICYCLE LANES, WIDER PEDESTRIAN ZONE (SIDEWALKS), PEDESTRIAN LEVEL LIGHTING. FEASIBILITY STUDY IS INCLUDED IN THE PROJECT FM # 446377.1								
PE	0	0	0	755,000	0	0	755,000	**0**	*2026-2030*
CST	0	0	0	0	0	0	0	**11,246,538**	*2031-2035*
Total	**0**	**0**	**0**	**755,000**	**0**	**0**	**755,000**	**11,246,538**	
City: Pompano Beach					**Ownership: State**		***Total Project Cost Estimate:***		***12,001,538***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Roads for Families

MTP ID:TI063 *MTP Time Band*

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

13 — 2025-03

NW 31 AVE FROM BROWARD BLVD TO MACNAB ROAD - FM# 4533411

Type of Work: BIKE LANE/SIDEWALK **Proposed Study:** N/A

Funding Source: Federal and Local

Yes Yes Yes Yes

Program Direction:

2023 LOPP Roads for Families Priority #3.SHARED USE PATH, TRAFFIC CALMING, LIGHTING, MIDBLOCK CROSSING

LAP: Yes **Lead Agency: County**

Program: Roads for Families

MTP ID:LL002 *MTP Time Band*

PE	0	0	2,505,000	0	0	0	2,505,000	0	*2026-2030*
CST	0	0	0	0	0	8,382,590	8,382,590	0	*2026-2030*
CST-LF	0	0	0	0	0	8,676,793	8,676,793	0	*2026-2030*
Total	**0**	**0**	**2,505,000**	**0**	**0**	**17,059,383**	**19,564,383**	**0**	

City: Lauderdale Lakes/Lauderhill/ Tamarac/Fort Lauderdale/Pompano Beach/Oakland Park **Ownership: County** ***Total Project Cost Estimate:*** ***19,564,383***

14 — 2025-04

SR-811/DIXIE HWY FROM SAMPLE RD. TO BROWARD/PALM BEACH CO. LINE - FM# 4514071

Type of Work: BIKE LANE/SIDEWALK **Proposed Study:** N/A

Funding Source: State

Yes Yes Yes Yes

Program Direction:

FILL IN SIDEWALK GAPS, BUFFERED BICYCLE LANES, PEDESTRIAN LEVEL LIGHTING, STAMP CONCRETE INTERSECTIONS, TRANSIT SHELTERS, OPPORTUNITIES FOR LANDSCAPING, REFUGE ISLANDS, TRAFFIC CALMING, FEASIBILITY STUDY IINCLUDED IN THE PROJECT FM# 4463771. ELEMENTS IDENTIFIED IN THE CSMP HAVE BEEN INCLUDED IN FM# 4481741 RESURFACING PROJECT (FY 2027 CONSTRUCTION). COSTS WILL NEED TO BE REVISED ONCE SCOPE ITEMS ARE CONFIRMED BY FDOT FOR THE RRR PROJECT.

LAP: No **Lead Agency: FDOT**

Program: Roads for Families

MTP ID: *MTP Time Band*

PE	0	0	0	0	0	755,000	755,000	**1,903,169**	*N/A*
CST	0	0	0	0	0	0	0	**19,222,004**	*N/A*
Total	**0**	**0**	**0**	**0**	**0**	**755,000**	**755,000**	**21,125,173**	

City: Deerfield Beach/Pompano Beach **Ownership: State** ***Total Project Cost Estimate:*** ***21,880,173***

DRAFT

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

15 — 2025-05

C-13 Canal Trail from Hiatus Greenway to East of University Dr - FM# 4508311

Type of Work: BIKE LANE/SIDEWALK **Proposed Study:** N/A

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

2024 LOPP Roads for Families Priority #5. 10' Trail on north side of C-13 Canal, Mid block crossings, Pedestrian bridge. FDOT RECOMMENDSADMINISTERING AS LAP.

LAP: Yes **Lead Agency: Sunrise**

Program: Roads for Families

MTP ID:TI376

									MTP Time Band
PE	0	0	1,399,000	0	0	0	1,399,000	**1,384,000**	*2026-2030*
CST	0	0	0	0	0	0	0	**16,261,000**	*2036-2040*
Total	**0**	**0**	**1,399,000**	**0**	**0**	**0**	**1,399,000**	**17,645,000**	

City: Sunrise **Ownership: County** ***Total Project Cost Estimate: 19,044,000***

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16 — 2025-02CS

Atlantic Blvd from NW 31 Ave to NW 6th Ave - FM#

Type of Work: Bike Lane/Sidewalk **Proposed Study:**

Funding Source: State and Federal

Yes Yes Yes Yes

Program Direction:

Sidewalk, Transit Amenity Improvements, pedestrian lighting.Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:BM057

									MTP Time Band
PE	0	0	0	0	0	0	0	**1,789,310**	*2026-2030*
CST	0	0	0	0	0	0	0	**12,199,841**	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13,989,151**	

City: Pompano Beach **Ownership: State, Local** ***Total Project Cost Estimate: 13,989,151***

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17 — 2025-03CS

Powerline Rd from Atlantic Blvd to Sample Rd - FM#

Type of Work: Bike Lane/Sidewalk **Proposed Study:**

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Bike lanes, transit amenity improvements, shared use path.Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:BM065

									MTP Time Band
PE	0	0	0	0	0	0	0	**3,074,021**	*2031-2035*
CST	0	0	0	0	0	0	0	**20,959,240**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24,033,261**	

City: Pompano Beach **Ownership: State** ***Total Project Cost Estimate: 24,033,261***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
18 2025-04CS — **Middle River Trail at N State Road 7 - FM#**									
PE	0	0	0	0	0	0	0	1,276,000	2026-2030
ROW	0	0	0	0	0	0	0	3,425,000	2031-2035
CST	0	0	0	0	0	0	0	8,050,000	2036-2040
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	12,751,000	

Type of Work: Bike Path/Trail (off road) **Proposed Study:**

Funding Source: State

Yes Yes Yes Yes

Program Direction:

To provide grade separated bike/ped crossing at major intersections along the greenway

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:FD014 *MTP Time Band*

City: Lauderdale Lakes **Ownership: State** ***Total Project Cost Estimate: 12,751,000***

19 2025-05CS — **NW 27 Ave from Atlantic Blvd to Mlk Blvd - FM#**									
PE	0	0	0	0	0	0	0	406,513	2026-2030
CST	0	0	0	0	0	0	0	3,273,447	2031-2035
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	3,679,960	

Type of Work: Bike Lane/Sidewalk **Proposed Study:**

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

Sharrows, Traffic Calming, Transit Amenities.Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:BM062 *MTP Time Band*

City: Pompano Beach **Ownership: Local** ***Total Project Cost Estimate: 3,679,960***

20 2025-07CS — **Johnson St from University Dr to S 56 Ave - FM#**									
PE	0	0	0	0	0	0	0	3,386,681	2031-2035
CST	0	0	0	0	0	0	0	27,136,153	2036-2040
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	30,522,834	

Type of Work: Bike Lane/Sidewalk **Proposed Study:**

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

Bike Box, Bike Lanes, Traffic Calming, Transit Amenity Improvements.Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:BM014 *MTP Time Band*

City: Hollywood, Pembroke Pines **Ownership: Local** ***Total Project Cost Estimate: 30,522,834***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

21 — 2025-08CS

NW 15 St from Powerline Rd to Dixie Hwy - FM#

Type of Work: Bike Lane/Sidewalk

Proposed Study:

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

Sidewalk, traffic calming, pedestrian lighting, mid block crossing.Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:BM061

									MTP Time Band
PE	0	0	0	0	0	0	0	**1,542,315**	*2026-2030*
CST	0	0	0	0	0	0	0	**12,419,508**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13,961,823**	

City: Pompano Beach

Ownership: County

Total Project Cost Estimate: ***13,961,823***

22 — 2025-10CS

NW 27 Ave from Sunrise Blvd to NW 16 St - FM#

Type of Work: Bike Lane/Sidewalk

Proposed Study:

Funding Source: Federal

Yes Yes Yes Yes

Program Direction:

Shared use path with bike lanes, traffic calming, transit improvements.Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:BM036

									MTP Time Band
PE	0	0	0	0	0	0	0	**512,089**	*2026-2030*
CST	0	0	0	0	0	0	0	**4,123,599**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4,635,688**	

City: Broward County, Fort Lauderdale

Ownership: County

Total Project Cost Estimate: ***4,635,688***

23 — 2025-13CS

SR 7 from NW 11th Place to NW 39th Street - FM#

Type of Work: Feasibility Study

Proposed Study: Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Buffered Bike Lanes

LAP: **Lead Agency:**

Program: Roads for Families

MTP ID:FD028

									MTP Time Band
PLN	0	0	0	0	0	0	0	**402,500**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**402,500**	

City: Lauderdale Lakes, Lauderhill

Ownership: State

Total Project Cost Estimate: ***402,500***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
PLN	0	0	0	0	0	0	0	402,500	2036-2040
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**402,500**	

24
2025-14CS

SR 842/ Broward Blvd from SR7 to I-95 - FM#

Type of Work: Feasibility Study

Proposed Study: Feasibility Study

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Buffered Bike Lanes

LAP:

Lead Agency:

Program: Roads for Families

MTP ID:FD024

MTP Time Band

City: Lauderhill, Fort Lauderdale, Plantation

Ownership: State

Total Project Cost Estimate: 402,500

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Technology Program

The Technology Program investments are used to support electric infrastructure, intelligent transportation systems, and real-time data and monitoring. These projects will address existing and future transportation challenges and create a more hardened and responsive network.

DRAFT

Technology — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
01 2025-01TE — **Digital Twin - FM#**									
Type of Work: Technology					**Proposed Study:**				
Funding Source: State and Federal									
Yes / Yes / Yes / No									
Program Direction:							**LAP:**	**Lead Agency:**	
Start up and maintenance of a Digital Twin. Project Sponsor: Broward MPO.							***Program: Technology***		
							MTP ID:BM121		*MTP Time Band*
PLN	0	0	0	0	0	0	0	**580,000**	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**580,000**	
City: Countywide					**Ownership: State, County, Local**		***Total Project Cost Estimate:***	***580,000***	
02 2025-02TE — **Andrew Ave from Commercial Blvd to I-595 - FM#**									
Type of Work: TSM&O					**Proposed Study:**				
Funding Source: Federal									
Yes / Yes / Yes / Yes									
Program Direction:							**LAP:**	**Lead Agency:**	
Project scope will include various ATMS deployment based on the TSM&O strategies identified in the 2021 FDOT District 4 TSM&O Master Plan. Infrastructure deployment may include, but not limited to, fiber communications network, CCTV camera for full coverage, Bluetooth travel time system, MVDS, ADMS, signal upgrade (such as controller upgrades, additional detections, Adaptive System, Transit Signal Priority, UPS). Coordination with the Signal Maintaining Agencies will be needed for signal upgrades. Project Sponsor: Broward MPO.							***Program: Technology***		
							MTP ID:FD012		*MTP Time Band*
PE	0	0	0	0	0	0	0	**1,230,064**	*2026-2030*
CST	0	0	0	0	0	0	0	**6,603,400**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**7,833,464**	
City: Wilton Manors, Fort Lauderdale, Lazy Lake, Oakland Park					**Ownership: County**		***Total Project Cost Estimate:***	***7,833,464***	
03 2025-03TE — **Davie Rd from University Dr to SR 84 WB/I-595 - FM#**									
Type of Work: TSM&O					**Proposed Study:**				
Funding Source: Federal									
Yes / Yes / Yes / Yes									
Program Direction:							**LAP:**	**Lead Agency:**	
Project scope will include various ATMS deployment based on the TSM&O strategies identified in the 2021 FDOT District 4 TSM&O Master Plan. Infrastructure deployment may include, but not limited to, fiber communications network, CCTV camera for full coverage, Bluetooth travel time system, MVDS, ADMS, signal upgrade (such as controller upgrades, additional detections, Adaptive System, Transit Signal Priority, UPS). Coordination with the Signal Maintaining Agencies will be needed for signal upgrades. Project Sponsor: Broward MPO.							***Program: Technology***		
							MTP ID:FD011		*MTP Time Band*
PE	0	0	0	0	0	0	0	**793,672**	*2026-2030*
CST	0	0	0	0	0	0	0	**4,260,700**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5,054,372**	
City: Hollywood, Davie					**Ownership: County**		***Total Project Cost Estimate:***	***5,054,372***	

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Scope of Work · Resolution · Cost Estimate · Collaboration Among Partners

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	

04 2025-04TE

SR 736/Davie Blvd from US 441/SR 7 to I-95 - FM#

Type of Work: TSM&O **Proposed Study:**

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Project scope will include various ATMS deployment based on the TSM&O strategies identified in the 2021 FDOT District 4 TSM&O Master Plan. Infrastructure deployment may include, but not limited to, fiber communications network, CCTV camera for full coverage, Bluetooth travel time system, MVDS, ADMS, signal upgrade (such as controller upgrades, additional detections, Adaptive System, Transit Signal Priority, UPS). Coordination with the Signal Maintaining Agencies will be needed for signal upgrades. Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Technology

MTP ID:FD006 *MTP Time Band*

PE	0	0	0	0	0	0	0	**1,198,668**	*2031-2035*
CST	0	0	0	0	0	0	0	**5,448,490**	*2031-2035*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	6,647,158	

City: Hollywood, Dania Beach, Davie **Ownership: State** ***Total Project Cost Estimate:*** ***6,647,158***

05 2025-05TE

US 1/SR 5 from Miami-Dade County Line to Broward Blvd - FM#

Type of Work: TSM&O **Proposed Study:**

Funding Source: State

Yes Yes Yes Yes

Program Direction:

Project scope will include various ATMS deployment based on the TSM&O strategies identified in the 2021 FDOT District 4 TSM&O Master Plan. Infrastructure deployment may include, but not limited to, fiber communications network, CCTV camera for full coverage, Bluetooth travel time system, MVDS, ADMS, signal upgrade (such as controller upgrades, additional detections, Adaptive System, Transit Signal Priority, UPS). Coordination with the Signal Maintaining Agencies will be needed for signal upgrades.Project Sponsor: Broward MPO.

LAP: **Lead Agency:**

Program: Technology

MTP ID:FD003 *MTP Time Band*

PE	0	0	0	0	0	0	0	**1,984,418**	*2031-2035*
CST	0	0	0	0	0	0	0	**10,600,240**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	12,584,658	

City: Broward County, Hallandale Beach, Hollywood, Aventura, Dania Beach, Fort Lauderdale **Ownership: State** ***Total Project Cost Estimate:*** ***12,584,658***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Technology — MPO Adopted Program Funding Goal 12%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
06 2025-06TE	**US 441/SR 7 from SR 870/Commercial Blvd to Palm Beach County Line - FM#**								
	Type of Work: TSM&O				**Proposed Study:**				
	Program Direction:								
	Project scope will include various ATMS deployment based on the TSM&O strategies identified in the 2021 FDOT District 4 TSM&O Master Plan. Infrastructure deployment may include, but not limited to, fiber communications network, CCTV camera for full coverage, Bluetooth travel time system, MVDS, ADMS, signal upgrade (such as controller upgrades, additional detections, Adaptive System, Transit Signal Priority, UPS). Coordination with the Signal Maintaining Agencies will be needed for signal upgrades. Project Sponsor: Broward MPO.								
PE	0	0	0	0	0	0	0	**1,898,217**	*2031-2035*
CST	0	0	0	0	0	0	0	**10,139,780**	*2036-2040*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12,037,997**	
City: Broward County, Tamarac, Margate, Coconut Creek, North Lauderdale					**Ownership: State**			***Total Project Cost Estimate:***	***12,037,997***

Funding Source: State

Yes | Yes | Yes | Yes

LAP: **Lead Agency:**

Program: Technology

MTP ID:FD008 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
07 2025-10TE	**Electric Vehicle Charging Infrastructure - Sheridan Station - FM#**								
	Type of Work: Park and Ride Lots				**Proposed Study:**				
	Program Direction:								
	Install electric vehicle charging infrastructure. Property is owned by FDOT. Project Sponsor: Broward MPO.								
CST	0	0	0	0	0	0	0	**1,096,200**	*2026-2030*
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,096,200**	
City: Hollywood					**Ownership: State**			***Total Project Cost Estimate:***	***1,096,200***

Funding Source: State

Yes | Yes | Yes | No

LAP: **Lead Agency:**

Program: Technology

MTP ID:BM133 *MTP Time Band*

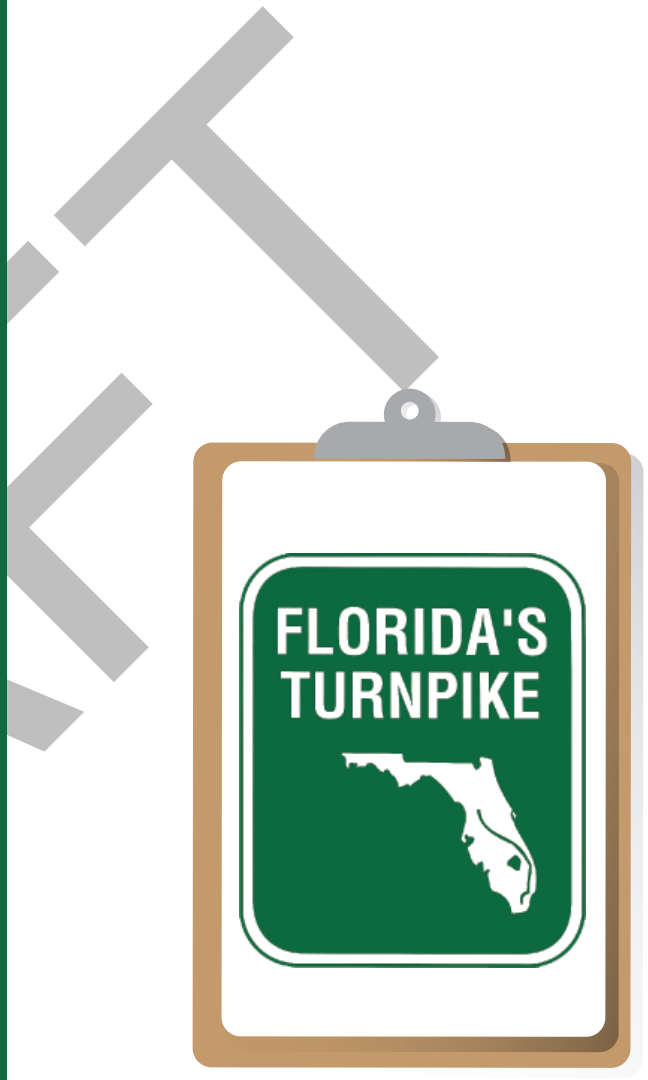
DRAFT

Scope of Work | Resolution | Cost Estimate | Collaboration Among Partners

4

FLORIDA'S TURNPIKE

LIST OF PRIORITIES



Florida's Turnpike Enterprise
Major Projects List
Broward County
January 2025

Cost Feasible Plan Projects

Facility	Category	County	FPID	Limits (From / To)		Project Description	Year Needed	Phase 22 Year	Phase 32 Year	Phase 43 Year	Phase 52 Year	Phase 22 Funding	Phase 32 Funding	Phase 43 Funding	Phase 52 Funding
Turnpike Mainline / SR 91	Widening	Broward	423373-6	MP 3.3X - Miami-Dade / Broward County Line	MP 3.6X/47 - Turnpike Mainline / SR 821	Widen from 6 to 8 Lanes	2030	Complete	Complete	-	2027	-	-	-	$2,613,000
Turnpike Mainline / SR 91	Widening	Broward	452073-1	MP 54 - I-595 / SR 84 / US 441	MP 60 - South of Oakland Park Blvd / SR 816	Widen from 8 to 10 + Auxiliary Lanes w/ThL Includes Interchange Improvement: ♦ MP 58 - Sunrise Blvd / SR 838	Existing Deficiency	Complete	2029	2033	2034	-	$11,550,000	$62,347,000	$273,470,000
Turnpike Mainline / SR 91	TSM&O Interchange	Broward	446224-2	-	-	TSM&O Interchange Improvement: ♦ MP 53 - Griffin Rd / SR 818	Existing Deficiency	-	Underway	2026	2026	-	-	$2,602,000	$11,243,000
Turnpike Mainline / SR 91	Interchange	Broward	452077-2	-	-	Interchange Improvement: ♦ MP 67 - Coconut Creek Pkwy / ML King Blvd	2030	Complete	Underway	2027 - 2029	2029	-	-	$5,548,000	$178,882,000
Sawgrass Expressway / SR 869	Widening	Broward	437155-5	MP 0 - South of I-75 / I-95	MP 1 - South of Sunrise Blvd / SR 838	Widen from 6 to 10 Lanes	Existing Deficiency	Complete	Underway	Underway	2026	-	-	-	$111,145,000
Sawgrass Expressway / SR 869	Widening	Broward	437155-1	MP 1 - South of Sunrise Blvd / SR 838	MP 4.1 - North of Oakland Park Blvd / SR 816	Widen from 6 to 10 Lanes Includes Interchange Improvements: ♦ MP 1 - Sunrise Blvd / SR 838 ♦ MP 1B - Pat Salerno Dr (Partnership Project) ♦ MP 3 - Oakland Park Blvd / SR 816	Existing Deficiency	Complete	Underway	Underway	2027	-	-	-	$328,224,000
Sawgrass Expressway / SR 869	Widening	Broward	437155-6	MP 4.1 - North of Oakland Park Blvd / SR 816	MP 7.5 - South of Atlantic Blvd / SR 814	Widen from 6 to 10 Lanes	Existing Deficiency	Complete	Underway	Underway	2026	-	-	-	$144,216,000
Sawgrass Expressway / SR 869	Widening	Broward	435461-4	MP 12 - North of Sample Rd / SR 834	MP 14.8 - South of University Dr / SR 817	Widen from 6 to 10 Lanes Includes Interchange Improvement: ♦ MP 14 - Coral Ridge Dr	2040	Complete	Underway	-	2026	-	-	-	$118,648,000
Sawgrass Expressway / SR 869	Widening	Broward	435461-5	MP 14.8 - South of University Dr / SR 817	MP 18 - US 441	Widen from 6 to 10 Lanes Includes Interchange Improvement: ♦ MP 15 - University Dr / SR 817	2030	Complete	Underway	-	2027	-	-	-	$145,734,000
Sawgrass Expressway / SR 869	Widening	Broward	437224-1	MP 18 - US 441	MP 22 - Powerline Rd	Widen from 6 to 10 Lanes and Collector-Distributor Lanes Includes Interchange Improvements: ♦ MP 18 - US 441 ♦ MP 19 - Lyons Rd ♦ MP 21A/B - Turnpike Mainline / SR 91 / SW 10th St	Existing Deficiency	Complete	Underway	-	2031	-	-	-	$521,015,000

Notes:
FPID = Financial Project Identification
MP = Milepost
ThL = Thru Lane(s)
TSM&O = Transportation Systems Management and Operations
Phase 22 = Project Development and Environment
Phase 32 = Design
Phase 43 = Right-of-Way Acquisition
Phase 52 = Construction

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Florida's Turnpike Enterprise
Major Projects List
Broward County
January 2025

Unfunded Projects

Facility	Category	County	FPID	Limits (From / To)		Project Description	Year Needed	Phase 22 Year	Phase 32 Year	Phase 43 Year	Phase 52 Year	Phase 22 Funding	Phase 32 Funding	Phase 43 Funding	Phase 52 Funding
Turnpike Mainline / SR 91	Widening	Broward	449709-1	MP 47.5 - North of Turnpike Mainline / SR 821	MP 54 - I-595 / SR 84 / US 441	Widen from 8 to 10 Lanes w/ThL Includes Interchange Improvements: ♦ MP 49 - Hollywood Blvd / Pines Blvd / SR 820 ♦ MP 53 - Griffin Rd / SR 818	2030	2026, 2028	-	-	-	$5,000,000	-	-	-
Turnpike Mainline / SR 91	Widening	Broward	452075-1	MP 60 - South of Oakland Park Blvd / SR 816	MP 62 - Commercial Blvd / SR 870	Widen from 8 to 10 + Auxiliary Lanes w/ThL Includes New Interchange: ♦ MP 61 - Oakland Park Blvd / SR 816	Existing Deficiency	Complete	2029	2029	-	-	$19,200,000	$29,676,000	-
Turnpike Mainline / SR 91	Widening	Broward	452076-1	MP 62 - Commercial Blvd / SR 870	MP 66 - Atlantic Blvd / SR 814	Widen from 8 to 10 + Auxiliary Lanes w/ThL Includes Interchange Improvements: ♦ MP 62 - Commercial Blvd / SR 870 ♦ MP 66 - Atlantic Blvd / SR 814	2030	Complete	2027	2028 - 2029	-	-	$13,860,000	$1,746,000	-
Turnpike Mainline / SR 91	Widening	Broward	452077-1	MP 66 - Atlantic Blvd / SR 814	MP 69 - Sample Rd / SR 834	Widen from 6 to 10 Lanes w/ThL Includes Interchange Improvement: ♦ MP 69 - Sample Rd / SR 834	Existing Deficiency	Complete	2026	2035	-	-	$23,000,000	$13,490,000	-
Turnpike Mainline / SR 91	Widening	Broward	452078-1	MP 69 - Sample Rd / SR 834	MP 70 - Wiles Rd	Widen from 6 to 10 Lanes w/ThL	Existing Deficiency	Complete	Underway	2031	-	-	-	$9,429,000	-
Turnpike Mainline / SR 91	Widening	Broward	452114-1	MP 70 - Wiles Rd	MP 73 - Broward / Palm Beach County Line	Widen from 6/8 to 10 Lanes w/ThL Includes Interchange Improvement: ♦ MP 71 - Sawgrass Expwy / SR 869	Existing Deficiency	Complete	2027	2031	-	-	$7,300,000	$40,000,000	
Turnpike Mainline / SR 91	Widening	Broward / Palm Beach	447716-2	MP 71.5 - North of Sawgrass Expwy / SR 869	MP 77 - North of Glades Rd / SR 808	Widen from 8 to 10 Lanes w/ThL	2035	2026, 2028	-	-	-	$5,500,000	-	-	-
Turnpike Mainline / SR 91	Interchange	Broward	-	-	-	Interchange Improvement: ♦ MP 47 - Turnpike Mainline / SR 821	2025	-	-	-	-	-	-	-	-
Turnpike Mainline / SR 91	Interchange	Broward	452076-2	-	-	New Interchange: ♦ MP 64 - Cypress Creek Rd	-	Complete	2034	-	-	-	$9,000,000	-	-

Notes:
FPID = Financial Project Identification
MP = Milepost
ThL = Thru Lane(s)
Phase 22 = Project Development and Environment
Phase 32 = Design
Phase 43 = Right-of-Way Acquisition
Phase 52 = Construction

DRAFT

Florida's Turnpike Enterprise
Major Projects List
Broward County
January 2025

Partnership Projects (Planned)

Facility	Category	County	FPID	Limits (From / To)		Project Description	Year Needed	Phase 22 Year	Phase 32 Year	Phase 43 Year	Phase 52 Year	Phase 22 Funding	Phase 32 Funding	Phase 43 Funding	Phase 52 Funding
Sawgrass Expressway / SR 869	Interchange	Broward	437155-1	-	-	Interchange Improvements: ♦ MP 1B - Pat Salerno Dr (New Ramps to/from North Only)	-	Complete	-	-	2027	-	-	-	Included in 437155-1

Partnership Projects (Unfunded)

Facility	Category	County	FPID	Limits (From / To)		Project Description	Year Needed	Phase 22 Year	Phase 32 Year	Phase 43 Year	Phase 52 Year	Phase 22 Funding	Phase 32 Funding	Phase 43 Funding	Phase 52 Funding
Turnpike Mainline / SR 91	New Interchange	Broward	417218-2	-	-	New Interchange: ♦ MP 52 - Stirling Rd	-	Underway	-	-	-	-	-	-	-

Notes:
FPID = Financial Project Identification
MP = Milepost
Phase 22 = Project Development and Environment
Phase 32 = Design
Phase 43 = Right-of-Way Acquisition
Phase 52 = Construction

DRAFT

Thank You

Broward MPO
Metropolitan Planning Organization

For more information, please contact Jihong Chen at
(954) 876-0066 or chenj@browardmpo.org

Projects
FULLY FUNDED
DRAFT: May 14, 2025

Broward MPO
Metropolitan Planning Organization

Draft Broward MPO FY 2026 Priorities List (To be used in the development of TIP FY 2027) May-14-2025

Highways & Freight — MPO Adopted Program Funding Goal 10%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
02 2024-03	**SR-820/ PINES BLVD AT 196TH AVE - FM# 4449772**								
	Type of Work: INTERSECTION IMPROVEMENT				**Proposed Study:** N/A				
	Program Direction:								
	2023 MPO Highways & Freight Program Priority #3. INTERSECTION IMPROVEMENT								
							Funding Source: State		
							Yes Yes Yes Yes		
							LAP: No		**Lead Agency: FDOT**
							Program: Highways & Freight		
							MTP ID:TI179		*MTP Time Band*
PE	0	520,000	0	0	0	0	520,000	**0**	*2026-2030*
CST	0	0	0	0	3,955,098	0	3,955,098	**0**	*2026-2030*
Total	**0**	**520,000**	**0**	**0**	**3,955,098**	**0**	**4,475,098**	**0**	
City: Pembroke Pines					**Ownership: State**		***Total Project Cost Estimate:***		***4,475,098***
13 2024-	**SE 10TH ST FROM DIXIE HWY TO US-1 - FM# 4508321**								
	Type of Work: FEASIBILITY STUDY				**Proposed Study:** Feasibility				
	Program Direction: FDOT will conduct feasibility study with SU, administered by FDOT planning.								
							Funding Source: State		
							Yes Yes Yes Yes		
							LAP: No		**Lead Agency: FDOT**
							Program: Highways & Freight		
							MTP ID:		*MTP Time Band*
PDE	0	0	0	0	255,101	0	255,101	**0**	*2026-2030*
Total	**0**	**0**	**0**	**0**	**255,101**	**0**	**255,101**	**0**	
City: Deerfield Beach					**Ownership: State/Local**		***Total Project Cost Estimate:***		***255,101***

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

Roads for Families — MPO Adopted Program Funding Goal 51%

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
01-A 2024-01-A	**SR-817/UNIVERSITY DR FR N. OF SR-824/PEMBROKE RD TO N. OF JOHNSON ST - FM# 4435971**								
	Type of Work: BIKE LANE/SIDEWALK				**Proposed Study:** N/A				
	Program Direction:								
	2020 MPO Roads for Families PRIORITY #1 CITY OF PEMBROKE PINES BIKE LANE AND SIDEWALK PROJECT. SR-817/UNIVERSITY DRIVE; AT PEMBROKE ROAD & PINES BLVD SAFETY LIGHTING PROJECTS								
CST	24,238,083	0	0	0	0	0	24,238,083	0	2026-2030
CST	24,238,083	40,597,071	0	0	0	0	64,835,154	0	2026-2030
Total	**24,238,083**	**40,597,071**	**0**	**0**	**0**	**0**	**64,835,154**	**0**	
City: PEMBROKE PINES					**Ownership: State**			***Total Project Cost Estimate:***	***64,835,154***

Funding Source: State

Yes Yes Yes Yes

LAP: No **Lead Agency: FDOT**

Program: Roads for Families

MTP ID:TI028 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
03 2024-	**CLEARY BLVD FROM HIATUS RD TO UNIVERSITY DR - FM# 4496781**								
	Type of Work: TRAFFIC SIGNALS/Bike Path/Trail (off road)				**Proposed Study:** N/A				
	Program Direction:								
	This project spans from the C-42 canal, which would have a new pedestrian bridge crossing from the area of the City known as the "acres" to University Drive. The project provides for quick build features including a lane diet, which would facilitate the installation of a shared use path and bike lanes extending the length of the project area. Additional features include roundabouts, enhanced crosswalks, midblock crossings and ped-only entrances to two parks (Sunset Park and Central Park)								
PE	0	0	502,500	0	0	0	502,500	0	2026-2030
Total	**0**	**0**	**502,500**	**0**	**0**	**0**	**502,500**	**0**	
City: Plantation					**Ownership: County, Local**			***Total Project Cost Estimate:***	***502,500***

Funding Source: Federal

Yes Yes Yes Yes

LAP: N/A **Lead Agency: MANAGED BY FDOT**

Program: Roads for Families

MTP ID:PL005 *MTP Time Band*

Phase	<2026	2026	2027	2028	2029	2030	Amount Funded	Funding Needed	
05 2024-	**SOUTH FLORIDA RAIL CORRIDOR AT MULTIPLE LOCATIONS - FM# 4543741**								
	Type of Work: TRANSIT IMPROVEMENT				**Proposed Study:** N/A				
	Program Direction: Funds to be Flexed to SFRTA.								
CAP	0	2,974,590	0	0	0	0	2,974,590	0	N/A
Total	**0**	**2,974,590**	**0**	**0**	**0**	**0**	**2,974,590**	**0**	
City: DANIA BEACH/FORT LAUDERDALE/OAKLAND PARK					**Ownership: State**			***Total Project Cost Estimate:***	***2,974,590***

Funding Source: Federal

Yes Yes Yes Yes

LAP: No **Lead Agency: SFRTA**

Program: Roads for Families

MTP ID: *MTP Time Band*

DRAFT

Scope of Work Resolution Cost Estimate Collaboration Among Partners

A Broward MPO Core Product

List of Priority Projects

FY 2026 Priorities List (to be used in the development of next TIP FY 2027)

TAC/CAC: April 23,2025
Board: May 8, 2025

Broward MPO
Metropolitan Planning Organization

BrowardMPO.org

Core Products

Core Products

Internal Operations

UPWP Unified Planning Work Program (Agency Budget Guide)

SBP Strategic Business Plan (Agency Operations Guide)

PPP Public Participation Plan (Agency Outreach Guide)

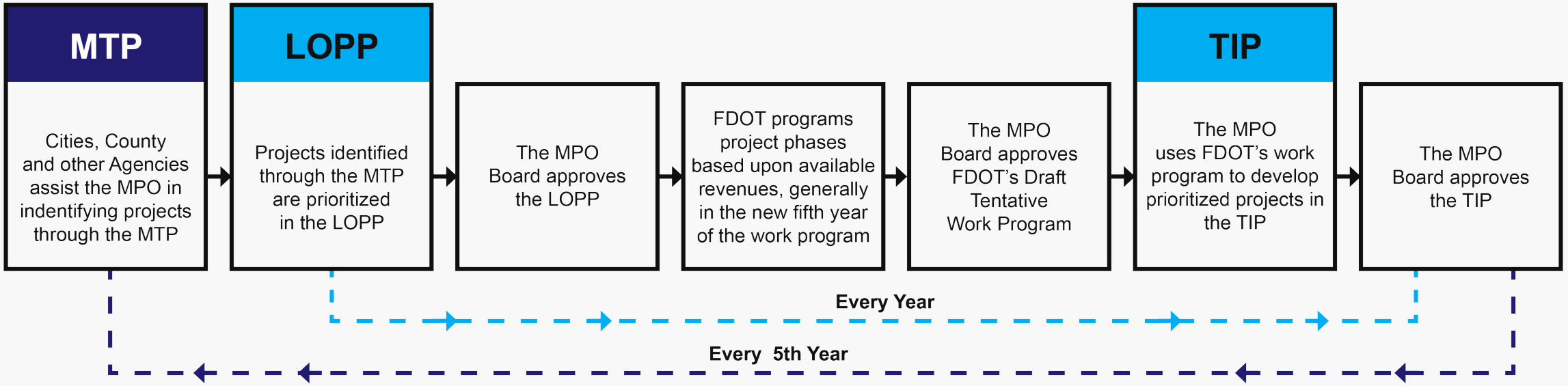
Project Programming

MTP Metropolitan Transportation Plan (Project Identification)

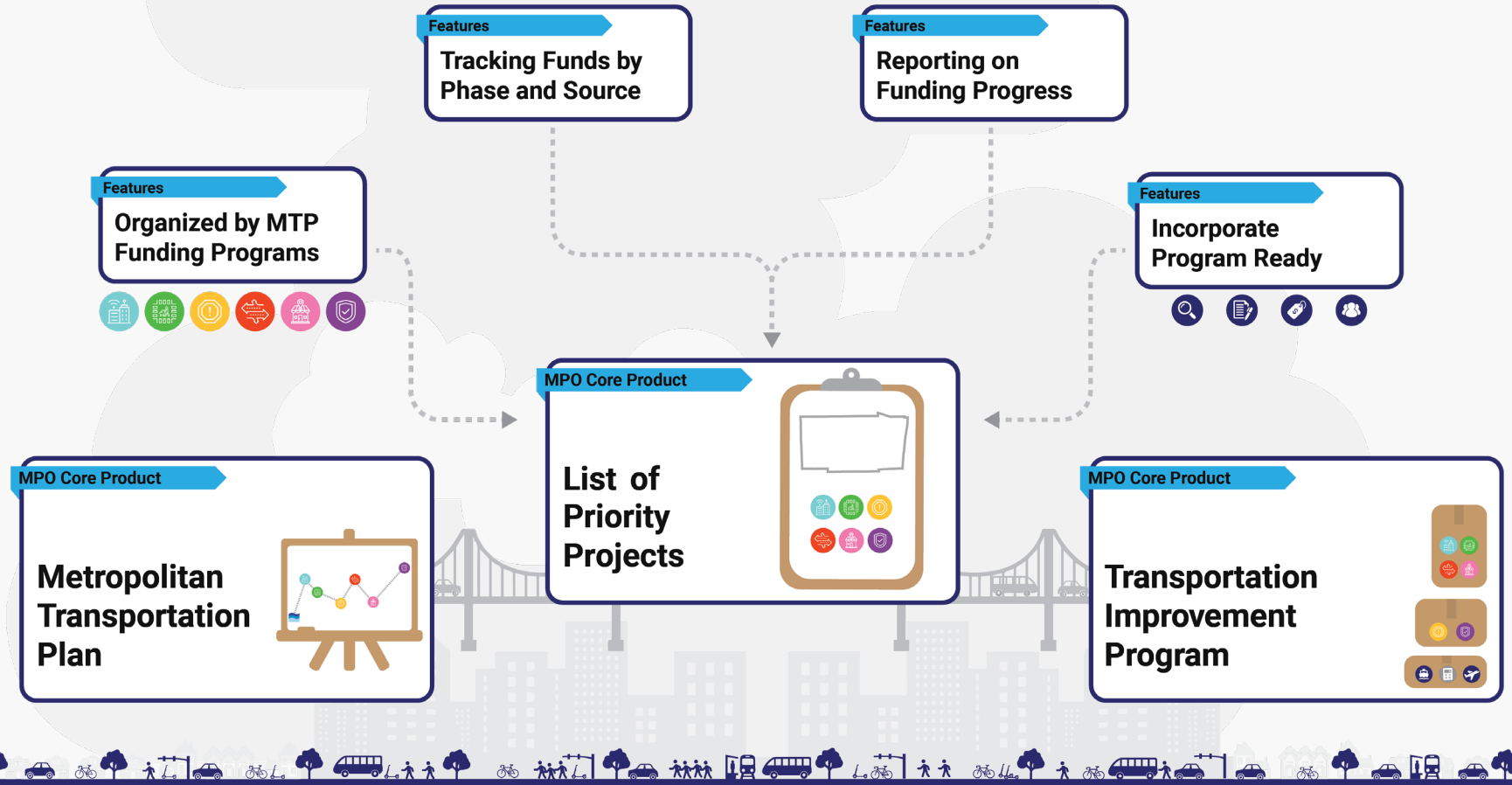
LOPP List of Priority Projects (Project Prioritization)

TIP Transportation Improvement Program (Project Funding)

The Planning Process



LOPP Development



Program Readiness

Features

Incorporate Program Ready

Projects must be "Program Ready" (clear scope of work, approved resolution, cost estimate and partner collaboration)

Scope of Work

Resolution

Cost Estimate

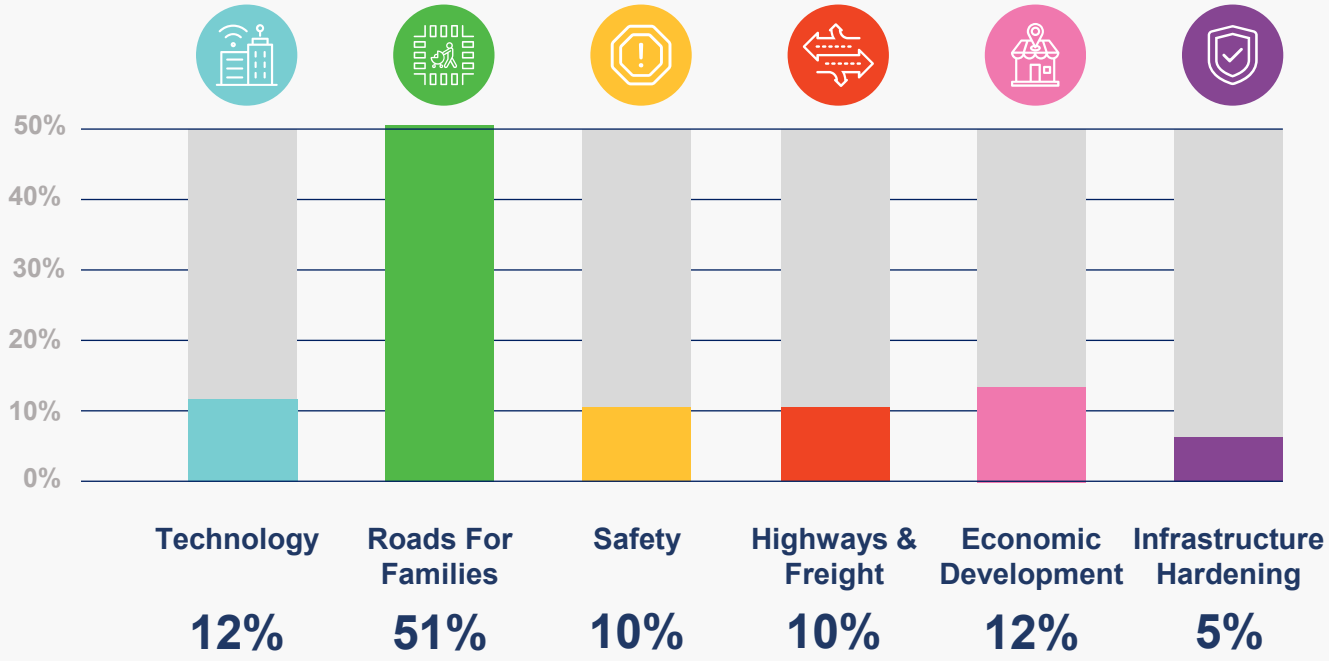
Partner Collaboration

Allocations for Broward MPO's Attributable Funds

Features

Organized by MTP Funding Programs

The LOPP is organized by six funding programs. It utilizes the 2050 MTP's allocations for the Broward MPO's attributable funds.



FY2026 LOPP Overview

Projects by Funding Program

UPWP	1
Technology	7
Roads For Families	25
Safety	0
Highways & Freight	33
Economic Development	17
Infrastructure Hardening	41

Total Projects: 118

Unfunded Amount by Funding Program & Ownership

	Local Ownership	State Ownership
Technology	$13,274,503	$32,559,346
Roads For Families	$144,216,845	$119,054,411
Safety	$0	$0
Highways & Freight	$75,611,660	$546,288,204
Economic Development	$28,382,200	$293,905,482
Infrastructure Hardening	$5,652756	$24,627,606
Total	***$267, 137,763***	***$1,016,435,050***

Number of Fully Funded Projects

	Fully Funded
Technology	0
Roads For Families	2
Safety	0
Highways & Freight	2
Economic Development	0
Infrastructure Hardening	0
Total	***4***

Contact

Jihong Chen

Project Programming Manager

(954) 876-0066

chenj@browardmpo.org

Regular Item 11.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

SUMMARY:
General Counsel's Report

Attachments

General Counsel's Report

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: **Broward MPO Board**

From: **Alan L. Gabriel, General Counsel**

Date: **June 4, 2025**

Re: **Matter Review Report**
For June 12th, 2025 Meeting

During the period commencing from May 1, 2025 through June 3, 2025, the General Counsel's Office has participated in or has been working on the following matters:

Meeting Participation

- May 8, 2025, Board Meeting
- Agenda Review Meeting(s)
- May 22, 2025, State of the Region

Inquiries / General Matters

- Safe Street Summit
- State Of The Region
- Johnson v. Ft. Lauderdale
- Senate Bill 462 Re MPO's
- State Regulations Re No Thru Traffic Signs

County Transportation Surtax

- Miscellaneous Inquiries

MTECC

- Miscellaneous Inquiries

Procurement Matters / Agreements

- Federal Railroad Administration (FRA) Rail Crossing Gant
- Railroad Underpass Study
- Infrastructure Hardening Study
- Pompano Beach Funding Agreement for Local Match – Corridor Safety Project
- City/County Funding Agreement
- Deloitte Consulting Agreement
- SS4A (Safe Streets and Roads For All) Grant
- Intergovernmental Coord. And Public Transp. Collaboration Agreement (ICAR)
- RFP 23026-01 Cellphone/Location Based Data System
- Greater Ft. Lauderdale TMA Task Work Order No. 5
- Broward County License Agreement For 2026 Safe Street Summit
- Amendment No. 1 to GPC Task Work Order No. 21

Human Resources Matters

- Former Employee Complaints/Charges
- Employee Complaint Investigation
- Miscellaneous Employee Matters
- Employee Bonus Options
- HR Discussions
- Henderson Response Letter, Findings Memorandum

Non-Action Item 1.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

Draft 2026 Broward MPO Federal and State Legislative Priorities

SUMMARY EXPLANATION/BACKGROUND:

Each year, the Broward MPO sets Federal and State Legislative Priorities to guide the upcoming year of its legislative initiatives program. The goal of the legislative initiatives program is to achieve policy outcomes in Washington and Tallahassee that are favorable to the MPO and the Broward region.

During the past few months, the MPO has engaged with local, state, and national partners to establish an updated list of Federal and State Legislative Priorities for 2026. The draft 2026 Federal and State Legislative Priorities build on the progress made during past years and address current issues facing the MPO both at the Federal and State level. Key themes for this upcoming fiscal year include: securing funding to build and maintain critical infrastructure, preparing our systems for new and emerging technologies, and promoting policies in both Washington and Tallahassee to improve safety and foster economic development in Broward. For the draft 2026 Federal and State legislative priorities, please see the Attachment.

At the upcoming meeting, staff will provide a brief statement on the draft legislative priorities and solicit feedback from the Board. Questions and comments will be addressed at the meeting.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Paul Calvaresi at (954) 876-0037 or **calvaresip@browardmpo.org**.

Attachments

Draft 2026 Broward MPO Federal and State Legislative Priorities

DRAFT

FEDERAL LEGISLATIVE PRIORITIES FISCAL YEAR 2026

The Broward MPO supports federal policies that will make the region safer and more sustainable, accessible, and dynamic for both new and existing residents and businesses. The Broward MPO's goals in the federal legislative space include efforts to reduce fatalities and emissions while making transportation options available , accessible, and affordable. The Broward MPO will work to achieve these goals by pursuing targeted federal funding opportunities with the support of its congressional delegation, particularly in advance of the upcoming surface transportation reauthorization (STR) next year. Advocacy priorities include support for:

SAFE & HARDENING INFRASTRUCTURE

At a time when pedestrian fatalities are trending upward and aging transportation infrastructure does not meet modern needs, the Broward MPO understands that it must take innovative approaches in designing transportation systems that benefit not only the pedestrians that use them, but the surrounding real estate as well. The Broward MPO will work with congressional and Administration policymakers to ensure that its priorities are reflected in relevant federal transportation initiatives, and will specifically prioritize the following actions.

- Pursuing competitive funding, and fostering political support among congressional delegation members for various pedestrian safety, infrastructure hardening, and complimentary transportation development initiatives.

- Advocate for permitting reform policies that will enable timely project delivery and factor in important environmental considerations.
- Work with federal and state officials to ensure federal formula allocations and discretionary awards are drawn-down timely (ex. Metropolitan Planning Formula grant program).

FUNDING FLEXIBILITY

  - Pursue adoption of Community Funded Projects by delegation members and relevant appropriations subcommittee bills in the annual appropriations process.
  - Promote inclusion of appropriation and STR report language to reflect MPO's transportation priorities.

SURFACE TRANSPORTATION REAUTHORIZATION

- Increase Planning Funds to Meet Federal Planning Requirements—Planning is the foundation of effective, efficient project delivery. Despite expanding responsibilities, PL funds remain below 1% of total formula dollars. At the Broward MPO, we are responsible for efforts such as freight coordination, congestion management, and economic development, to name a few responsibilities. These activities require sophisticated modeling, public engagement, and

interagency coordination. We encourage an increase in the total amount of metropolitan planning funds and an increase in the federal share to adequately meet the needs of the evolving role of MPOs. These funds empower MPOs to plan for transportation systems that are responsive to the needs of our communities, fostering economic growth, safety, and mobility.

- Reducing Local Match for Federal Transportation Programs—The Broward MPO is tasked with developing federally required transportation blueprints that guide billions in public investment and are central to meeting national performance goals. Yet, we must secure local funds just to access the planning resources needed to carry out these obligations. For our region, including this requirement poses a recurring challenge. By reducing local match requirements for federal transportation funds, we aim to give MPOs the flexibility to address critical infrastructure needs. Reducing match requirements supports rural and economically distressed communities that struggle to access critical federal funds.

- Allowing for Carryover of Federal Funds—Many of the Broward MPO's projects, such as Long Range Plans, capacity projects, and freight enhancement, require extensive coordination and span multiple fiscal years. Often times, these critical efforts do not align neatly with the federal fiscal calendar. Allowing the carryover of federal funds from one fiscal year to the next ensures uninterrupted progress on essential long-term projects, promoting consistent infrastructure improvements that enhance safety, mobility, and economic vitality for residents.

- Shifting Certain Discretionary Funding to Formula Funding— While competitive grants like RAISE, SS4A, SMART, etc. are valuable, the Broward MPO often lacks the financial resources needed for extensive grant applications. A shift to formula-based funding for certain federal programs ensures a more predictable and equitable distribution of resources, allowing MPOs to strategically plan for the long-term growth of their communities.

DRAFT

DRAFT

STATE LEGISLATIVE PRIORITIES FISCAL YEAR 2026

The Broward MPO supports efforts to develop, maintain, and rehabilitate infrastructure, further enhancing the region's ability to maintain quality of life for existing residents and businesses, and to attract new businesses and residents. The Broward MPO continues to support safety improvements leading to zero fatalities and injuries, smart growth decisions and principles, expanded mobility and access, and a net-zero carbon future with clean, reliable, and affordable transportation options.

SAFETY & INFRASTRUCTURE HARDENING

- Expand regulations on distracted driving.
- Improvement of electrical grid, including increased capacity to accommodate electric vehicle charging stations, and addressing hardening concerns through hardening measures, such as undergrounding of powerlines.
- Consider adopting legislation, regulations and standards implemented by other states and countries that reduce pedestrian and cycling fatalities and encourage a transition to facilitate the development of transportation alternatives.
- Encourage FDOT to fast-track safety projects.
- Add funding for MPOs to conduct driver, pedestrian, and cycling safety educational campaigns.

FUNDING FLEXIBILITY

- Greater flexibility is needed within existing State funding programs to maximize efficient use of resources and allow for the transportation investments necessary to serve our rapidly growing urbanized area and support economic growth within our region.
- Restore funding previously diverted into the Strategic Intermodal System (SIS) to MPOs located within Transportation Management Areas (TMAs) for direct MPO programming. The State may still require this funding be used on projects which support or enhance the SIS.
- Allow direct MPO programming of funds allocated through the Transportation Regional Incentive Program (TRIP) within TMAs.
- Ensure full funding for transportation infrastructure projects includes funds for landscaping, lighting, and aesthetics.

MPO EXPANSION

- Remove State restrictions on MPOs board voting memberships and oppose any efforts to reduce voting membership below 25 members.
- Allow Metropolitan Planning Organizations to conduct virtual meetings.
- Encourage MPO independence from host agencies.

Non-Action Item 2.

Broward Metropolitan Planning Organization

Meeting Date: 06/12/2025

SUMMARY:

Report From Partner Agency - Greater Fort Lauderdale Transportation Management Association - Commute Broward

Attachments

Commute Broward - PowerPoint

Commute Broward

Partnership

COMMUTE
BROWARD
SHIFT YOUR RIDE

Discussion Items

- Program accomplishments
- Lessons learned
- Upcoming efforts

COMMUTE BROWARD
SHIFT YOUR RIDE

Notable Accomplishments

- Social media presence
- Community events and speaking engagements
- Human resources webinars
- Funding pursuit
- Support of MPO events

COMMUTE BROWARD
SHIFT YOUR RIDE

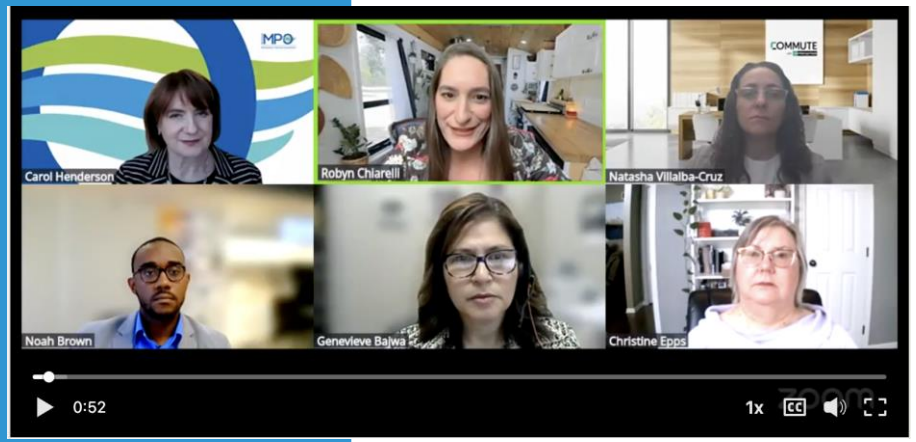
Social Media, Community Events, and Speaking Engagements

- LinkedIn network focused on Human Resources professionals
- 37,394 Post impressions with network growth from 80 to 2,200+ connections
- Community events and speaking engagements reached 4000+

COMMUTE BROWARD
SHIFT YOUR RIDE

Human Resources Webinars

- Five transportation partners
- 21 Attendees
- Resulted in multiple follow-up engagements



COMMUTE BROWARD
SHIFT YOUR RIDE

Funding Pursuit – EPA Grant

- 15 Multidisciplinary partners
- Electric microtransit, EV charging infrastructure, and air quality monitoring in disadvantaged communities
- Workforce training program

COMMUTE BROWARD
SHIFT YOUR RIDE

Lessons Learned

- HR-Focused commuter benefits bring results
- Partnering with service providers boosts impact
- Employers prefer tailored, one-stop solutions
- Return-To-Office drives engagement

COMMUTE BROWARD
SHIFT YOUR RIDE

Task Work Order 5 Scope

Marketing, Communication, and General Brand Awareness

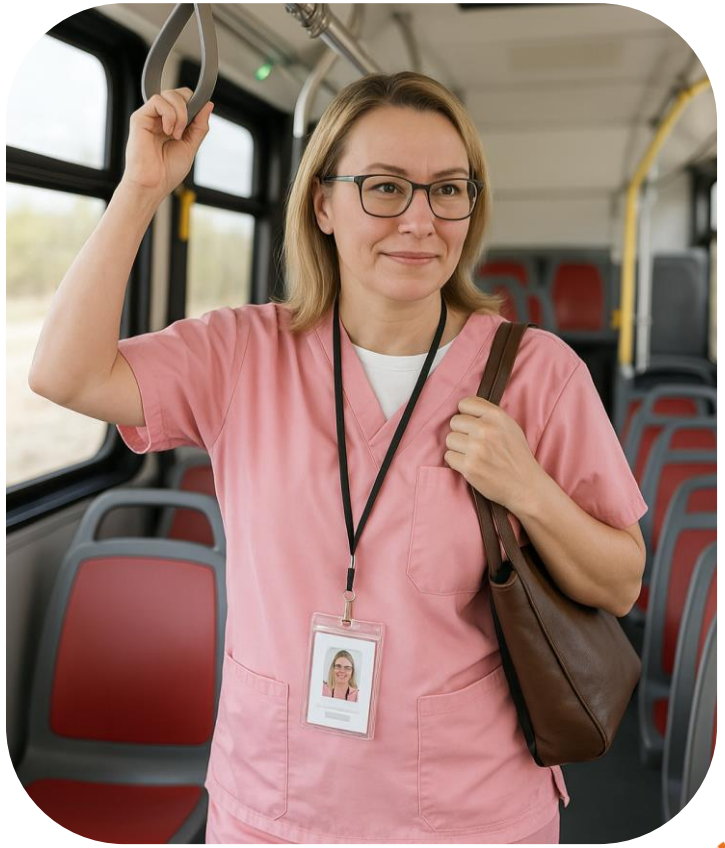
Direct Employer Engagement

Support MPO Events

COMMUTE BROWARD
SHIFT YOUR RIDE

Gold Tier Service for One Large Employer

- Full suite of Commuter Benefits
- Custom engagement tools
- Dedicated training for HR
- High touch events
- Reporting and recognition



COMMUTE BROWARD
SHIFT YOUR RIDE

Robyn Chiarelli
954-494-9680
rchiarelli@commutebroward.org

COMMUTE BROWARD
SHIFT YOUR RIDE

Non-Action Item 3.

Broward Metropolitan Planning Organization

Meeting Date: 06/12/2025

SUMMARY:

Report From Partner Agency - Broward County Transit - Transit Development Plan

Attachments

Broward County Transit Development Plan Annual Update & Progress Report FY2025-2034 - PowerPoint Presentation

Broward County Transit Development Plan

Annual Update & Progress Report

FY2025-2034

Broward County Transit (BCT)

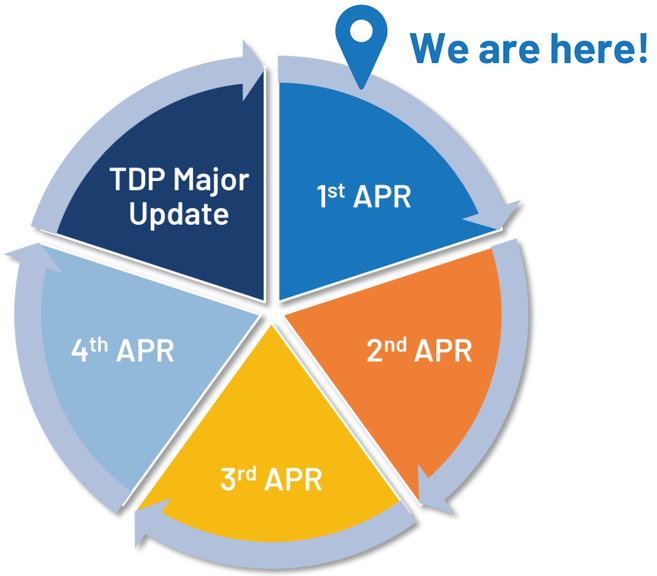
May 28, 2025 - CAC Meeting
May 28, 2025 - TAC Meeting
June 12, 2025 - Board Meeting

BCT Connected - TDP Overview

The TDP Annual Progress Report (APR) is BCT's annual update to its Transit Development Plan, BCT Connected. The purpose of the APR is to:

- Provide an overview of the previous year's accomplishments
- Update steps taken to achieve BCT's goals
- Update and extend Ten-Year Operating & Capital Program to include FY2034
- Help FDOT develop key transportation planning and funding programs

TDP CYCLE



Key Changes to 2024 TDP Rules

- A more streamlined TDP process
- Increased collaboration with Metropolitan Planning Organizations (MPOs)
- Emphasis on prioritizing key projects that align with goals & funding
- A new submission deadline

BCT Strategic & Operational Initiatives

BCT is Making Strides Toward its Strategic Initiatives

PREMO
Premium Mobility Plan
Broward County Transit

BROWARD COMMUTER RAIL (BCR)
PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

PREMO

Hosted an Industry Day with **250+ industry representatives** and continued to advance its program of projects for a premium transit network in Broward County

BCR South

Submitted environmental documents to FTA in spring 2024 and received **Finding of No Significant Impact** (FONSI) from FTA in September 2024

Mobility Advancement Program (MAP)

Presented updates at numerous Independent Transportation Surtax Oversight Board meetings and workshops

Operational Initiatives

- Added the first two **Electric Express Coaches** to BCT's fleet.
- Launched **Project Homeless Connect,** to help the unhoused and improve safety and security at bus stops and shelters.
- Graduated **50 new operators** from a 10-week training program—the **largest graduating class** in BCT's history—thanks to special hiring events.

BROWARD COUNTY Transit CONNECTED

Public Outreach

Inspiring positive change and collaboration throughout 2024

Comprehensive Operational Analysis (COA) Outreach

On-going effort to improve community needs and agency efficiency. In FY2024, BCT:

- Administered **7,400+** surveys in English, Spanish, and Haitian Creole
- Hosted **public meetings and stakeholder** listening sessions
- Held **pop-up events** at BCT transit centers and community events

COA recommendations will:

- Boost ridership
- Identify Inefficiencies
- Update service standards & performance measures
- Modernize BCT's network

Goals and Objectives

Goal 1 *Improve Safety & Security*

ACTION	**Implement Pedestrian Collision Avoidance System**	**Semi-Annual Security Campaign & Pro-Active and Ongoing Law Enforcement Engagement**
TARGET	**Decrease Safety Events Per 100,000 Miles by 5%**	**Decrease Transit Worker Assaults by 5%** *(verbal and physical assaults)*
RESULT	**Action in progress** • Procuring pedestrian avoidance system • Holding safety stand downs • Requiring refresher training for bus operators 	**Target cannot be accurately measured** • Change in tracking methodologies in April 2023 • Increased emphasis on reporting and tracking incidents • Increased training and operator outreach to encourage reporting

BCT has taken measures to reduce transit worker assaults

- Improved tracking
- Enhanced security at terminals
- Updated de-escalation training
- Implemented four safety campaigns

BROWARD COUNTY Transit CONNECTED

Goals and Objectives

Goal 2 *Improve Mobility for All & Implement Comprehensive Transit Solutions*

ACTION	**Provide Transit Services that Meet Customer Demand by Investing in Projects that Improve Service & Infrastructure**		**Improve the Customer Experience, Attract New Riders, and Improve Customer Satisfaction**	
TARGET	**Meet NEPA Requirements**	**50 stop improvements annually**	**At least 12 outreach events annually**	**Increase ridership by 2% annually**
RESULT	**Target met!** • Received FONSI for BCR South in September 2024	**Target met!** Installed or relocated 15 shelters, 1,641 new signs, & 310 solar lights on signs	**Target met!** • 46 outreach events	**Target met!** • Ridership increased by 8.66%

Ridership

- **BCT's ridership has been on the rise** since the downturn in ridership caused by the COVID-19 pandemic
- From FY2023 to FY2024, ridership increased by **8.66%** systemwide
- Ridership increased across **all services**
- Paratransit ridership in FY2024 was the **highest in TOPS! history**

BROWARD COUNTY Transit CONNECTED

Goals and Objectives

Goal 3 *Strive to Be an Employer of Choice*

ACTION	**Participate in Job/Career Outreach Events**	**Conduct Employee Survey**
TARGET	**Participate in/host two career events annually**	**Conduct annual employee satisfaction survey**
RESULT	**Target met!** • BCT participated in 13 career events	**BCT did not conduct an employee survey in FY2024** • Annual employee survey postponed until full implementation of BCT 2.0, an organization-wide restructuring for efficiency

BCT at the Mega Job Fair

Goals and Objectives

Goal 4

Ensure Resiliency & Maintain a State of Good Repair

ACTION

Increase No/Low Emission Vehicles in BCT Fleet such as Electric and Sustainable Propane

TARGET

Increase no/low emission vehicles by 3% annually
(This is predicated on availability of funding & vehicles)

RESULT

8% increase from FY2023

33 battery electric buses

43 hybrid buses

Goal 5

Support Economic Development & Ensure Financial Stability

ACTION

Monitor Low-Performing Routes and Create a Performance Improvement Plan

TARGET

Find Alternatives

RESULT

COA in progress

- Data is still being gathered
- Additional public outreach is expected to begin in 2025
- Alternatives will be identified after the COA is completed

BROWARD COUNTY Transit CONNECTED

Ten-Year Operating and Capital Program

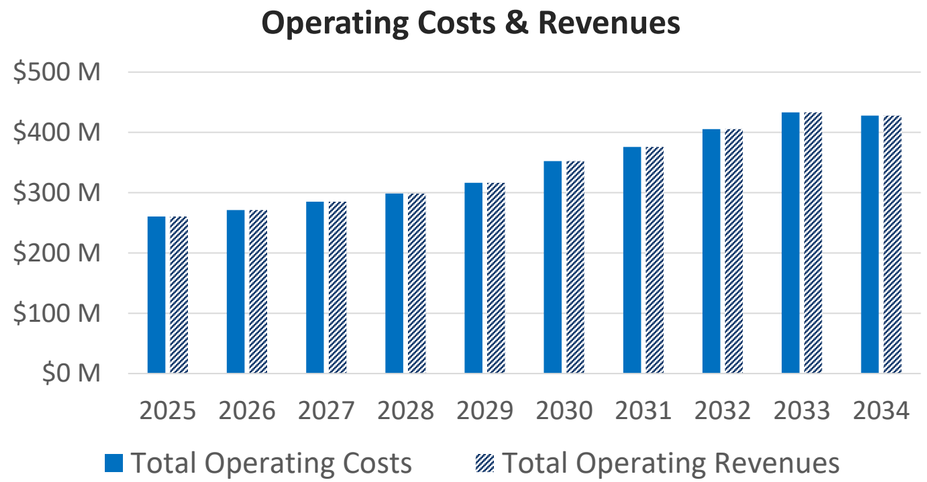
Shifts planning horizon forward to cover FY2025 – FY2034

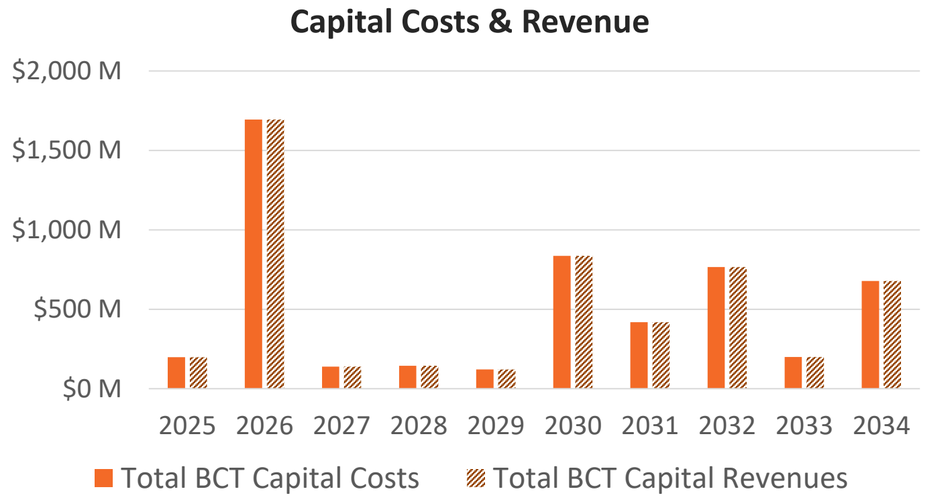
Operating Program

- **$3.43 billion** for maintaining existing service and implementing PREMO projects
- Funded through transportation surtax, state block grants, and farebox revenue

Capital Program

- **$5.19 billion** in capital investments to support service expansion, infrastructure improvements, fleet modernization, and major projects in the PREMO Plan
- Funded through transportation surtax capital revenues, federal grants, and a mix of non-local matching funds, FTA formula grants, and trust fund transfers.





Project Prioritization

- Projects have been prioritized to align with capital readiness and operating capacity
- Planning horizon for **premium service** (PREMO projects) reflect up to date implementation timelines
- BCT's fleet is expected to increase from **415 to 500+ vehicles** to align with service expansions
- Improvements to existing local bus, express bus, Breeze, and Community Shuttle networks will be guided by COA findings and recommendations

PREMO Project/Corridor	Anticipated Service Start Date									
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Sample Road High Frequency Bus (HFB)		x	x	x	x	x	x	x	x	x
Hollywood Boulevard HFB		x	x	x	x	x	x	x	x	x
Oakland Park Boulevard Bus Rapid Transit (BRT)					x	x	x	x	x	x
US 1/Federal Highway South HFB						x	x	x	x	x
US 1/Federal Highway North HFB						x	x	x	x	x
Broward Commuter Rail South						x	x	x	x	x
Airport-Seaport-Convention Center LRT						x	x	x	x	x
Downtown Connection LRT							x	x	x	x
Atlantic Boulevard HFB							x	x	x	x
Sheridan Street HFB							x	x	x	x
Dixie Highway HFB								x	x	x
SR 7/US 441 BRT/HFB									x	x

Financial Reports 1.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

SUMMARY:
Consulting Contracts Summary Report

Attachments

Consulting Contracts Summary Report

CONSULTANT CONTRACTS SUMMARY REPORT

4/1/2025- 4/30/2025

Broward MPO
Metropolitan Planning Organization

VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY	SUB-RECIPIENT AGREEMENT FOR FARE INTEROPERABILITY	10/14/2021	6/30/2025	$1,632,378.00	$842,375.90	$790,002.10
WHITEHOUSE GROUP INC.	BROWARD COUNTY SURTAX PROGRAM SUPPORT SERVICES	10/14/2021	6/30/2025	$1,300,706.00	$1,229,515.36	$71,190.64
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	$95,500.00	$4,000.00
DESTINY SOFTWARE	AGENDA & MINUTES MANAGEMENT SERVICES	9/9/2021	9/8/2025	$33,200.00	$22,750.00	$10,450.00
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
ONESOURCE PCS	IT SERVICES	9/30/2024	9/29/2025	$120,000.00	$46,769.12	$73,230.88
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	$124,999.80	$125,000.20
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	$3,139,241.43	$1,360,758.57
GOODMAN PUBLIC RELATIONS	WEBSITE SERVICES	11/4/2021	11/30/2025	$150,000.00	$130,808.00	$19,192.00
ALFRED BENESCH AND COMPANY	2050 METROPOLITAN TRANSPORTATION UPDATE PLUS AMD NO. 1	9/8/2022	12/31/2025	$1,400,000.00	$1,335,319.54	$64,680.46
ALFRED BENESCH AND COMPANY	SPEAK UP BROWARD PHASE 3	10/8/2020	12/31/2025	$1,586,222.00	$1,287,435.01	$298,786.99
BECKER & POLIAKOFF	FEDERAL LEGISLATIVE LIAISON SERVICES	2/14/2023	2/28/2026	$600,000.00	$260,000.00	$340,000.00
WHITEHOUSE GROUP INC.	ADVANCING STRATEGIC INITIATIVES	3/10/2022	3/31/2026	$2,000,000.00	$965,101.83	$1,034,898.17
HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC	AUDIT SERVICES	8/1/2023	7/13/2026	$120,000.00	$46,000.00	$74,000.00
CITY OF FORT LAUDERDALE	INTER-LOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES	10/8/2015	7/31/2026	$378,000.00	$360,500.00	$17,500.00
INTENT DIGITAL L.L.C.	BOARD ROOM VOTING SYSTEM UPGRADE	9/9/2021	9/8/2026	$328,071.84	$279,813.52	$48,258.32
GRANICUS (SWAGIT PRODUCTIONS, LLC)	VIDEO STREAMING SERVICES	9/9/2021	9/8/2026	$118,200.00	$72,000.00	$46,200.00
RINGCENTRAL, INC.	TELEPHONE SERVICES	9/18/2023	9/18/2026	$72,000.00	$25,645.75	$46,354.25
CHRISTOPHER RYAN	CONSULTING SERVICES	7/16/2024	6/30/2027	$180,000.00	$49,395.00	$130,605.00

VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
MUSEUM OF DISCOVERY AND SCIENCE	MODS STEMOBILE PROGRAM	7/25/2023	8/1/2028	$125,000.00	$50,000.00	$75,000.00
GEOWEBHOUSE	CONTENT MANAGEMENT DATABASE TRACKER - PHASE II	4/16/2025	4/15/2030	$135,000.00	$0.00	$135,000.00
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. 3 - Smart Grant Implementation	11/18/2024	1/31/2026	$1,176,423.84	$259,134.98	$917,288.86
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	$58,656.51	$41,282.32
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	4/30/2027	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	$223,120.76	$515,936.32
	GPC Task Work Order No. 18 - General Planning Support	9/16/2024	6/30/2026	$249,943.26	$12,695.64	$237,247.62
KITTELSON & ASSOCIATES	GPC Task Work Order No. 21 - Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to south of Arizona Street	4/16/2025	5/29/2026	$149,971.38	$0.00	$149,971.38
	GPC Task Work Order No. 24 - Fort Lauderdale Roadway-Railroad Underpass Feasibility Study	4/16/2025	4/16/2027	$1,679,959.58	$0.00	$1,679,959.58
	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	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 13 - Grant Application Development	7/15/2024	6/30/2026	$349,737.68	$72,778.41	$276,959.27
	GPC Task Work Order No. 17 - Citywide Transportation Master Plans	9/16/2024	6/30/2026	$249,999.94	$54,928.02	$195,071.92
	GPC Task Work Order No. 22 - Multimodal Counts Support	11/15/2024	6/30/2026	$200,000.00	$55,189.81	$144,810.19
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	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 12 - MPOAC Freight and Rail Committee Support	7/15/2024	6/30/2026	$174,540.01	$43,035.92	$131,504.09
	GPC Task Work Order No. 15 - Complete Streets Training and Community Engagement	9/16/2024	6/30/2026	$224,961.45	$45,491.01	$179,470.44
	GPC Task Work Order No. 16 - Housing Coordination Plan	10/22/2024	6/30/2026	$199,996.22	$49,033.68	$150,962.54
	GPC Task Work Order No. 19 - Regional Resiliency Improvement Plan	9/16/2024	6/30/2026	$499,953.50	$174,981.05	$324,972.45
	GPC Task Work Order No. 20 - Outreach Guidebook	10/22/2024	6/30/2025	$99,999.04	$59,429.44	$40,569.60
			TOTAL:	**$21,306,359.65**	**$11,553,250.49**	**$9,753,109.16**

Financial Reports 2.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

SUMMARY:
Local Contribution Collection and Expense Report

Attachments

Local Contribution Collection and Expense Report

Broward MPO
Metropolitan Planning Organization
Move People & Goods | Create Jobs | Strengthen Communities

Local Contribution - Advocacy Payments
Received thru
5/31/2025
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	12/12/2024
Fort Lauderdale	182,760	$	25,586.40	25,586.40	9/3/2024
Hallandale Beach	41,217	$	5,770.38	5,770.38	2/3/2025
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	5.00	4/1/2025
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	6,271.16	3/10/2025
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	12/23/2024
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	10,065.58	3/1/2025
West Park	15,130	$	2,118.20	2,118.20	2/3/2025
Weston	68,107	$	9,534.98	9,534.98	8/19/2024
Wilton Manors	11,426	$	1,599.64	1,559.64	2/26/2024
		$	**377,787.45**	**341,095.19**	

Note

**BCC & BCPS per capita = 20% of total population*

Broward MPO
Metropolitan Planning Organization

Local Contribution Advocacy Expense Report

5/31/2025

Contributions Received (*Current Month*)		$0.00
Add: Balance Forward		$124,282.48
Add: Interest Earned		$20.25
Reserved Account		-
Available Funds		**$124,302.73**
Less: Lobbying Efforts	$14,166.66	
Less: MPOAC Legislative Activities	$0.00	
Less: Refreshments	$139.07	
Less: MPO Legal Counsel	$0.00	
Less: Memberships, and related costs	$0.00	
Less: Sponsorships, and related costs	$0.00	
Less: Travel	$312.02	
Less: Bank Fees	$0.00	
Total Expenses		**$14,617.75**
Bank Balance		**$109,684.98**

Local Contribution Advocacy Expense Report

4/30/2025

Contributions Received (*Current Month*)		$5.00
Add: Balance Forward		$138,421.24
Add: Interest Earned		$27.35
Reserved Account		-
Available Funds		**$138,453.59**
Less: Lobbying Efforts	$14,166.66	
Less: MPOAC Legislative Activities	$0.00	
Less: Refreshments	$4.45	
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	
Total Expenses		**$14,171.11**
Bank Balance		**$124,282.48**

Broward MPO
Metropolitan Planning Organization

Local Contribution Advocacy Expense Report

3/31/2025

Contributions Received (*Current Month*)		$16,336.74
Add: Balance Forward		$136,228.96
Add: Interest Earned		$22.20
Available Funds		**$152,587.90**
Less: Lobbying Efforts	$14,166.66	
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	
Total Expenses		**$14,166.66**
Bank Balance		**$138,421.24**

Financial Reports 3.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

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 its accompanying budget outline the planning priorities and activities to be undertaken within the metropolitan planning area. The FY 2024/25 – FY 2025/26 UPWP and budget span a two-year period from July 1, 2024, through June 30, 2026. Alongside the Transportation Improvement Program and the Metropolitan Transportation Plan, the UPWP is essential for maintaining both federal and state MPO certifications. The MPO Board approved the FY 2024/25 – FY 2025/26 UPWP on May 9, 2024.

Since taking effect on July 1, 2024, many planned activities have commenced, and several anticipated agreements have received Board approval. As is typical during the budget cycle, funds are reallocated among UPWP tasks to ensure efficient use of available resources. Additionally, updates to the document's language may be required to align with evolving state and federal guidance.

Modification #3, available under "Current UPWP Documents" at **https://browardmpo.org/core-products/unified-planning-work-program-upwp-budget**, outlines the text revisions made to the FY 2024/25 – FY 2025/26 UPWP. This modification does not include any changes to the budget. For further information, please refer to the backup materials for Modification #3 provided at the link above.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Carl Ema at (954) 876-0033 or **emac@browardmpo.org**.

Committee Reports 1.

Broward Metropolitan Planning Organization

Meeting Date: 06/12/2025

SUMMARY:

Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the May 28, 2025 Meetings

Attachments

Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the May 28, 2025 Meetings

Technical Advisory Committee (TAC) Actions

May 28, 2025
2:30 p.m. Meeting

ACTION ITEMS	Action
MOTION TO RECOMMEND BROWARD MPO APPROVE the Draft Fiscal Year (FY) 2026 List of Priority Projects (LOPP)	APPROVED
NON-ACTION ITEMS	**Action**
Federal Discretionary Grants	N/A
Report From Partner Agency - Greater Fort Lauderdale Transportation Management Association - Commute Broward	N/A
Report From Partner Agency - Broward County Transit - Transit Development Plan	N/A

Citizens' Advisory Committee (CAC) Actions

May 28, 2025
6:00 p.m. Meeting

ACTION ITEMS	Action
MOTION TO RECOMMEND BROWARD MPO APPROVE the Draft Fiscal Year (FY) 2026 List of Priority Projects (LOPP)	APPROVED
NON-ACTION ITEMS	**Action**
Route to 2050 Metropolitan Transportation Plan (MTP) Mast-Arm Conversion Projects	N/A
Report From Partner Agency - Greater Fort Lauderdale Transportation Management Association - Commute Broward	N/A
Report From Partner Agency - Broward County Transit - Transit Development Plan	N/A

Administrative Item 1.

Broward Metropolitan Planning Organization

Meeting Date: 06/12/2025

SUMMARY:

Notice of Public Meetings for the DRAFT Transportation Improvement Program (TIP) Fiscal Year (FY) 2026 - FY 2030

Attachments

Notice of Public Meetings for the DRAFT Transportation Improvement Program (TIP) Fiscal Year (FY) 2026 - FY 2030

Metropolitan Planning Organization

YOUR TAX DOLLARS AT WORK

Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)

NOTICE is hereby given that the Broward Metropolitan Planning Organization (Broward MPO) will hold public meetings and consider approval of the Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP). The TIP is a federally mandated document that lists transportation projects and programs to be funded by Federal, State and local governments and transportation agencies over a five-year period in the Broward area.

Public meetings prior to the Broward MPO Board's consideration of the TIP will be held during the following regularly scheduled meetings, providing the public with three opportunities to make comments:

- **Technical Advisory Committee on Wednesday, June 25, 2025, at 2:30 p.m.**
- **Citizens' Advisory Committee on Wednesday, June 25, 2025, at 6:00 p.m.**
- **Broward MPO Board on Thursday, July 10, 2025, at 9:30 a.m. (Final Action Taken)**

All of the meetings listed above will be conducted as hybrid (partially virtual) meetings. It is a requirement for Board and Committee Members to physically attend these hybrid meetings so as to achieve a quorum. Public can physically or virtually attend these meetings at their preference. All meetings will be held in the Broward MPO Board Room, located in the Trade Centre South Building, 100 West Cypress Creek Road, 6th Floor, Suite 650, Fort Lauderdale, FL 33309. For the most up-to-date meeting information and to register to access these meetings virtually, visit: http://browardmpo.org/agendas-minutes or http://browardmpo.org/calendar.

To make a public comment, please submit to **info@browardmpo.org** at least 24 hours prior to the start of the meeting.

This notice is also intended to satisfy the Transit Program-of-Projects requirements of the Urbanized Area Formula Program of the Federal Transit Administration.

The public is invited to review and comment on the proposed TIP. The TIP will be available for viewing at least 30 days prior to the July 10, 2025 Broward MPO Board meeting. The proposed TIP can be viewed at the Broward MPO's office (address is same as meeting location) and on the Broward MPO website located at: www.BrowardMPO.org under the ***"What We Do" tab*** , select "**Core Products**", and select ***Transportation Improvement Program*** or directly at http://www.browardmpo.org/core-products/transportation-improvement-program-tip.

For further information regarding the TIP or to request a copy, contact Jihong Chen at (954) 876-0066 or chenj@browardmpo.org. Please submit comments via e-mail to chenj@browardmpo.org or by mail to the Broward MPO office at 100 West Cypress Creek Road, 6th Floor, Suite 650, Fort Lauderdale, FL, 33309, or by fax at (954) 876-0062. The comment period closes on July 10, 2025 upon final action taken by the Broward MPO Board.

SUS DÓLARES DE IMPUESTOS TRABAJANDO POR USTED

Programa de Mejoras en el Transporte (TIP, Transportation Improvement Program) para el Periodo Fiscal (FY) 2026-2030

Por la presente, se notifica que la Organización de Planificación Metropolitana de Broward (Broward MPO) llevará a cabo reuniones públicas y considerará la aprobación del Programa de Mejoras del Transporte (TIP, Transportation Improvement Program) para el Periodo Fiscal (FY) 2026-2030. El TIP es un documento de mandato federal que enumera los proyectos y programas de transporte que serán financiados por los gobiernos federal, estatal y local y las agencias de transporte durante un período de cinco años en el área de Broward.

Las reuniones públicas previas a la consideración del TIP por parte de la Junta de la MPO de Broward se llevarán a cabo durante las siguientes reuniones programadas regularmente, y se le proporcionará al público tres oportunidades para hacer comentarios:

- **Comité Asesor Técnico el miércoles 25 de junio de2025, a las 2:30 p.m.**
- **Comité Asesor de Ciudadanos el miércoles 25 de junio de 2025, a las 6:00 p.m.**
- **Junta del MPO de Broward el jueves10 de julio de 2025, a las 9:30 a.m. (Se tomará la Acción final)**

Todas las reuniones mencionadas anteriormente se llevarán a cabo como reuniones híbridas (parcialmente virtuales). Es un requisito que los miembros de la Junta y de los Comités asistan físicamente a estas reuniones híbridas para obtener el quórum. El público puede asistir física o virtualmente a estas reuniones, según su preferencia. Todas las reuniones se llevarán a cabo en la Sala de la Junta de la MPO de Broward, ubicada en el edificio Trade Centre South, 100 West Cypress Creek Road, 6º piso, Suite 650, Fort Lauderdale, FL 33309. Para obtener la información más actualizada sobre las reuniones y registrarse para acceder a ellas de forma virtual, visite: http://browardmpo.org/agendas-minutes o http://browardmpo.org/calendar.

Para hacer un comentario público, envíelo a **info@browardmpo.org** al menos 24 horas antes del comienzo de la reunión.

Este aviso también pretende satisfacer los requisitos del Programa de Proyectos de Tránsito del Programa de Fórmula del Área Urbanizada de la Administración Federal de Tránsito.

Se invita al público a revisar y proporcionar su comentario sobre el TIP propuesto. El TIP estará disponible para su revisión por lo menos 30 días antes de la reunión de la Junta Directiva de la Broward MPO del 10 de julio de 2025. El TIP propuesto puede consultarse en el sitio web de la MPO de Broward en: www.BrowardMPO.org en la pestaña ***"What We Do" - "Core Products" - "Transportation Improvement Program"*** o directamente en http://www.browardmpo.org/index.php/core-products/transportation-improvement-program-tip.

Para más información sobre el TIP o para solicitar una copia, póngase en contacto con James Cromar al (954) 876-0038 o envíe un correo electrónico a cromarj@browardmpo.org. Envíe sus comentarios por correo electrónico a cromarj@browardmpo.org o por correo a la oficina de la MPO de Broward en 100 West Cypress Creek Road, 6th Floor, Suite 650, Fort Lauderdale, FL, 33309, o por fax al (954) 876-0062. El período de comentarios se cierra el 10 de julio de 2025 una vez que la Junta Directiva de la Broward MPO haya tomado una decisión final.

Administrative Item 2.

Broward Metropolitan Planning Organization
Meeting Date: 06/12/2025

Florida's Turnpike Enterprise (FTE) - Proposed Interchange at Stirling Road (SR 848) and Florida's Turnpike (SR 91) - Alternatives Public Information Meeting Virtually on June 10, 2025 at 6:00 p.m. and in Person on June 12, 2025 at 5:30 p.m.

SUMMARY EXPLANATION/BACKGROUND:

The Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise (FTE) will hold an Alternatives Public Information Meeting for the proposed interchange at Stirling Road and Florida's Turnpike. The Department will provide several options to participate in this Public Information Meeting. You may participate virtually/online at 6:00 p.m. on Tuesday, June 10, 2025 via a computer, tablet, smartphone, or by telephone in listen-only mode. Alternatively, you may participate in person from 5:30 p.m. to 7:30 p.m. on Thursday, June 12, 2025 at the Old Davie School Museum & Event Venue at 6650 Griffin Road, Davie, FL, 33314.

Please visit the project website **www.TurnpikeatStirlingRoad.com** to register for the Public Information Meeting and to select your participation option. **Please note that registration works best with the Google Chrome, Microsoft Edge, or Firefox web browser.** For additional information, please see the project newsletter found in the Attachment.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact James Brown Jr. at (954) 934-1293 or **James.BrownJr@dot.state.fl.us**.

Attachments

Proposed Interchange at Stirling Road (SR 848) and Florida's Turnpike (SR 91) - Newsletter

PROPOSED INTERCHANGE AT STIRLING ROAD (SR 848) AND FLORIDA'S TURNPIKE (SR 91)

BROWARD COUNTY, FLORIDA

Project Development & Environment (PD&E) Study

Project Number: 417218-2

Efficient Transportation Decision Making (ETDM) Number: 14554

Newsletter 2 – May 2025

ALTERNATIVES PUBLIC INFORMATION MEETING ANNOUNCEMENT

ABOUT THIS STUDY

The Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise, is conducting a Project Development and Environment (PD&E) Study for a new interchange at Stirling Road (SR 848) and Florida's Turnpike (SR 91) at Milepost (MP) 52 in Broward County, Florida. The community is invited to participate in an Alternatives Public Information Meeting about the project. Interested individuals may attend virtually, by phone in listen-only mode, or in person as explained on the next page.

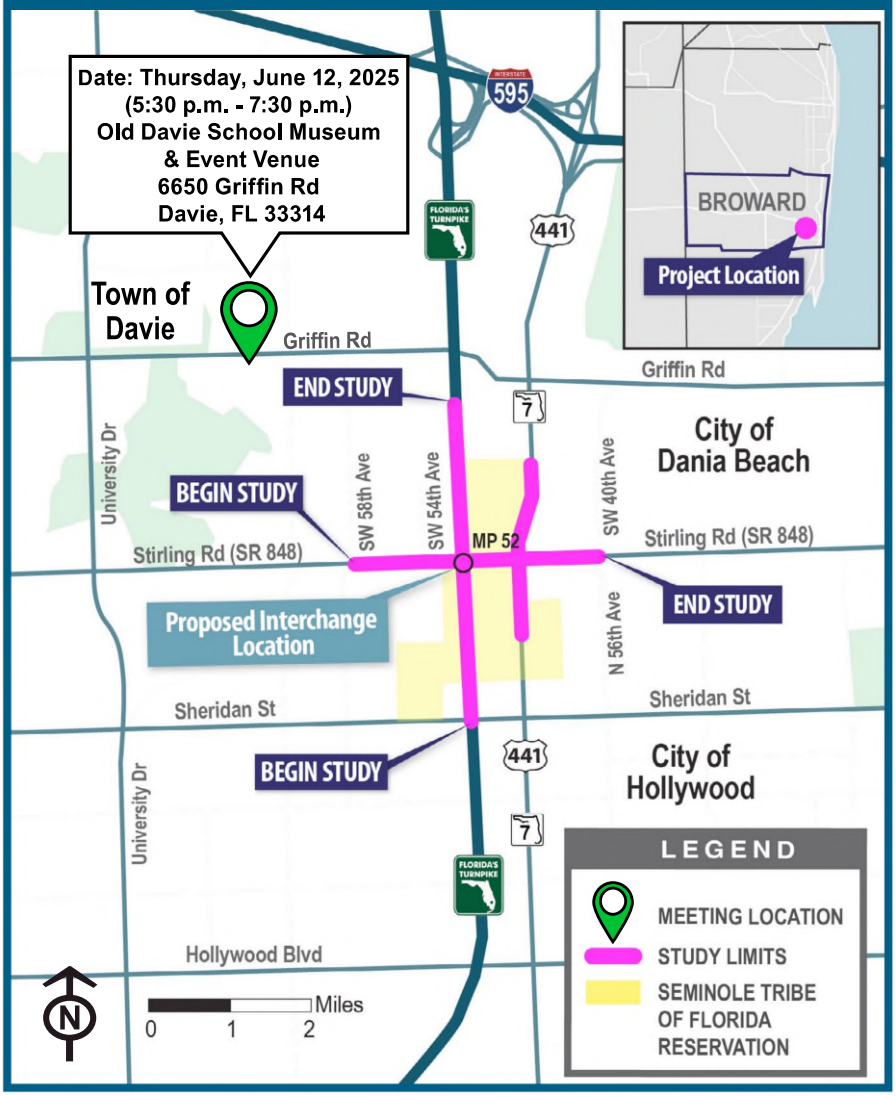
PURPOSE AND NEED

The purpose of this PD&E Study is to examine the feasibility of a new interchange at Stirling Road and Florida's Turnpike at MP 52 in Broward County, Florida.

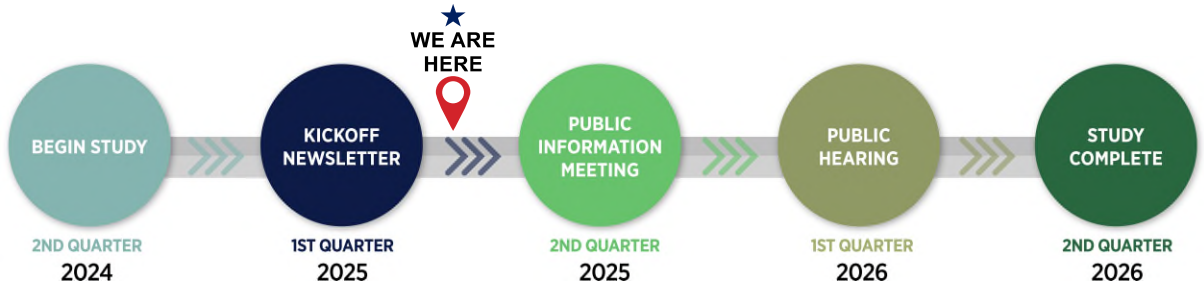
The need for this project is to:

- Relieve congestion from the nearby Hollywood Boulevard and Griffin Road interchanges.
- Provide improved access and system linkage for local and regional travel to and from Florida's Turnpike and Stirling Road.
- Improve mobility options for residents and businesses to keep pace with population growth, economic development, and traffic demand.
- Enhance a key emergency evacuation route.

MAP OF STUDY LIMITS



STUDY SCHEDULE



Preliminary schedule. Subject to change.

Project Website: www.TurnpikeatStirlingRoad.com

ALTERNATIVES PUBLIC INFORMATION MEETING

FDOT, Florida's Turnpike Enterprise, invites you to participate in an Alternatives Public Information Meeting. Visit the project website www.TurnpikeatStirlingRoad.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 Safari, Google Chrome, Microsoft Edge, or Firefox. The same information will be provided with each participation option.

JOIN US ONLINE OR BY TELEPHONE

Tuesday, June 10, 2025 (6:00 p.m.)

We are using the GoToWebinar platform. To attend online, visit the project website to register or follow the meeting link provided in your registration confirmation email.

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.

Dial-in attendees may join as listen-only participants by calling 1 (877) 568-4108 and using access code 887-817-881 when prompted.

For technical assistance during the meeting, please contact TPKMeetingSupport@dot.state.fl.us.

JOIN US IN PERSON

Thursday, June 12, 2025 (5:30 - 7:30 p.m.)

Attend in-person at Old Davie School Museum & Event Venue, 6650 Griffin Road, Davie, Florida, 33314 on Thursday, June 12, 2025.

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 study team will be available to answer questions. Persons wishing to submit written comments and questions may do so at the meeting venue or by contacting the project manager.

PUBLIC MEETING MATERIALS

All materials that will be on display at the in-person meeting, including project boards and roll plots, will be available on the project website, **www.TurnpikeatStirlingRoad.com**, 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.

QUESTIONS AND COMMENTS

You may submit comments or questions during the registration process or by contacting the project manager, Justin Relitz, P.E., or Henry Pinzon, P.E., using the contact information below. While comments and questions are accepted at any time, they must be received or postmarked by Monday, June 23, 2025 to be included in the public meeting record.

PROJECT CONTACTS

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SCAN QR CODE FOR MORE INFORMATION

www.TurnpikeatStirlingRoad.com

Public Participation

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 Justin Relitz, P.E., by email at justin.relitz@dot.state.fl.us or at (407) 264-3304 at least seven days (7) prior to the Public 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).