



AGENDA

Broward Metropolitan Planning Organization
Executive Committee
Thursday, July 10, 2025, 8:30 a.m.
**100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181**

Chair: Yvette Colbourne | Vice Chair: Joy Cooper | Deputy Vice Chair: Byron Jaffe | Broward County Representative: Beam Furr | Small Municipalities Representative: Rich Walker | At-Large Representative: Thomas Good Jr. | At-Large Representative: Tim Fadgen

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 Roll Call
2. **Approval of Minutes - June 12, 2025**
3. Approval of Agenda
4. Public Comments
Please submit to info@browardmpo.org at least 24 hours prior to the start of the meeting.

ACTION ITEMS

1. **MOTION TO APPROVE Agreement No. 26-02 Between Broward Metropolitan Planning Organization and mySidewalk, Inc. for Performance Measures Data Software Support in an Amount Not to Exceed \$48,600**
2. **MOTION TO AUTHORIZE the MPO Executive Director and General Counsel to Execute an Agreement Between the Broward Metropolitan Planning Organization and a Firm Selected Through the General Planning Consultant Services Library for the Public Participation Plan (PPP) Update in an Amount Not to Exceed \$100,000**

DISCUSSION ITEMS

1. Legislative Update

2. Discussion of **July 10, 2025** MPO Agenda Items
3. Review and Discussion of Future Agendas
4. Non-Agenda

NEXT MEETING: SEPTEMBER 4, 2025

***MOTION TO ADJOURN**

* Motion Requested

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 Items 2.

Executive Committee

Meeting Date: 07/10/2025

SUMMARY:

Approval of Minutes - June 12, 2025

Attachments

DRAFT Minutes - June 12, 2025

DRAFT
MEETING MINUTES
BROWARD METROPOLITAN PLANNING ORGANIZATION
EXECUTIVE COMMITTEE

Thursday, April 10, 2025, 8:30 a.m.
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

Chair:	Board Member Yvette Colbourne
Vice Chair:	Board Member Joy Cooper
Deputy Vice Chair:	Board Member Byron Jaffe
Committee Members:	Board Member Beam Furr
	Board Member Tim Fadgen
	Board Member Thomas Good, Jr.
	Board Member Rich Walker

MPO Staff

Greg Stuart, MPO Executive Director
Alan Gabriel, MPO General Counsel
Chris Bross, Paul Calvaresi, James Cromar, William Cross, Renee Cross, Carl Ema, Peter Gies, Vilma Hurtado, Adrian Neil, Oscar Nelson, Miguel Perez, Paula Prusinski, Rebecca Schultz, Jennipher Tucy

REGULAR ITEMS
(All Items Open for Public Comment)

1. Call to Order and Roll Call

Chair Colbourne called the meeting to order at 8:31 a.m. Roll was called and it was noted a quorum was present.

2. Approval of Minutes – April 10, 2025

Motion made by Board Member Good, seconded by Deputy Vice Chair Jaffe, to approve. In a voice vote, the **motion** passed unanimously.

3. Approval of Agenda

MPO General Counsel Alan Gabriel addressed an Item on the June 12, 2025 MPO Board Agenda relating to waiver of the MPO Board rules. He explained that the rules act similarly to a County or municipal Ordinance by requiring official modification and revision. He suggested that the Executive Committee remove this Item from the MPO Board Agenda, to be brought back at a subsequent Board meeting.

Motion made by Vice Chair Cooper, seconded by Board Member Furr, to remove Agenda Item #5 off of the Board Agenda today. In a voice vote, the **motion** passed unanimously.

Motion made by Deputy Vice Chair Jaffe, seconded by Board Member Furr, to approve the Agenda. In a voice vote, the **motion** passed unanimously.

4. Public Comments

None.

ACTION ITEMS

1. MOTION TO AUTHORIZE the Executive Director to Execute a Purchase Order Between the Broward Metropolitan Planning Organization and OnesourcePCS, LLC for Information Technology Services in an Amount Not to Exceed \$250,000

Peter Gies of Broward MPO Staff explained that this Item is a proposal to continue the MPO's Information Technology (IT) services with OnesourcePCS. On July 11, 2024, the Executive Committee approved a one-year authorization to purchase these services using a General Services Administration (GSA) contract between OnesourcePCS and the federal government. Advantages of using a GSA contract include use of pre-negotiated rates and built-in escalators, which improve consistency.

At the time, the MPO proposed a one-year purchase order for IT services, as they were transitioning away from a previous vendor. The one year served as a test period for OnesourcePCS. Now that the transition is complete, services are greatly improved and are provided at a lower rate. Services cost approximately \$10,000/month, down from the previous cost of \$14,500/month.

This Item would provide the MPO Executive Director with delegated authority to purchase services using the GSA. This means a standalone contract is not required. Services and quantities are itemized as part of this Item's attachment.

It was noted that this expense can be approved by the Executive Committee rather than the full MPO Board, as the amount is below the \$250,000 threshold that requires Board approval.

Motion made by Vice Chair Cooper, seconded by Deputy Vice Chair Jaffe, to approve. In a voice vote, the **motion** passed unanimously.

2. DISCUSSION AND MOTION(S) Regarding General Counsel's Annual Evaluation Ratings

Chair Colbourne advised that any Executive Committee members who have not yet turned in their evaluations for the General Counsel and Executive Director should do so at this time. She recognized and thanked Executive Director Greg Stuart and Attorney Gabriel for their work on behalf of the Broward MPO.

3. DISCUSSION AND MOTION(S) Regarding Executive Director's Annual Evaluation Ratings

Mr. Stuart noted that the amount of grant funding awarded to the Broward MPO significantly exceeds expectations, and has been used to leverage the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Bill, to its fullest capacity. He emphasized that he and Attorney Gabriel work together in partnership to accomplish the MPO's goals.

Bryan Caletka of MPO Staff provided documents comparing the Miami-Dade Transportation Planning Organization (TPO) to the Broward MPO, as well as a listing of Miami-Dade TPO salaries in comparison to Broward. Mr. Stuart also noted the two organizations' budgets. The MPO does significantly more work due to its achievements, many of which are tied into discretionary grants. The MPO currently administers 14 grants and anticipates another \$31 million in pending grants.

Mr. Stuart concluded that he would like his salary to be competitive in comparison with that of the TPO's Executive Director, pointing out that the TPO provides less than one-third of the funding and opportunities brought in by the MPO.

The Committee members discussed the evaluation, with Vice Chair Cooper noting that general employees typically receive both merit-based increases and Cost of Living Adjustments (COLAs) totaling approximately 10% annually. She estimated that an 18% increase would be needed to bring Mr. Stuart's salary into the same range as the TPO Executive Director's salary.

Board Member Furr advised that his personal policy is not to give a greater increase to an executive than he would to general employees themselves. He explained that he did not know what types of increases were being offered to general employees. Mr. Stuart replied that a detailed salary survey would be included in the Consent Agenda at the July 2025 MPO Board meeting.

Mr. Stuart clarified that he would be willing to accept a bonus rather than an increase which would add to his base salary, as a bonus would recognize his work.

Chair Colbourne addressed the documentation comparing Broward and Miami-Dade Counties, also pointing out the positive impact of the Executive Director's and General Counsel's consistency with the Broward MPO.

Attorney Gabriel noted that Mr. Stuart was responsible for the creation of the Metro Transportation Engineering and Construction Collective (MTECC), which works closely with the Broward MPO and participating Broward municipalities. He also observed that he himself has not received an actual salary increase, but has consistently received increases related to the Consumer Price Index (CPI), as his firm serves in a consulting capacity based on billable hours. He suggested raising the firm's rate to the minimum for governmental municipal clients, which is \$325/hour in comparison to the current rate of \$284/hour.

Chair Colbourne commented that it is important to value employees, and that the Executive Director and General Counsel do not serve in a similar capacity to general employees. She felt the comparison of Broward's achievements to those of other counties was an appropriate measurement, and urged the Committee members to take this into consideration. She was also in favor of considering a one-time bonus.

Deputy Vice Chair Jaffe noted that Mr. Stuart has served as Executive Director for 16 years, and also acknowledged the differences between the MPO's and TPO's achievements. He suggested consideration of a retention bonus to secure Mr. Stuart's services for another two years. Mr. Stuart indicated that this would be an acceptable option.

It was also noted that Mr. Stuart participates in Florida's Deferred Retirement Option Program (DROP), which makes it easier to consider a bonus that could be conferred over his remaining two years. There was discussion among the members to consider proceeding with a blended 7% salary increase and a bonus for the Executive Director.

Motion made by Board Member Good that starting July 1, 2025, the Executive Director be given a \$57,000 bonus for the next fiscal year. The **motion** died for lack of second.

Motion made by Vice Chair Cooper to include the 7% increase and add a \$40,000 annual bonus. The **motion** died for lack of second.

It was noted that this **motion** would defer the proposed increase by six months, as it would take effect on January 1, 2026. The bonus would be payable on July 1, 2025.

Board Member Furr requested that any **motions** on this Item be bifurcated between discussion of the 7% increase and discussion of the proposed bonus. Chair Colbourne pointed out, however, that the Committee does not need to vote upon the 7% increase, which will be automatically applied to the entire Staff in January 2026.

Board Member Fadgen advised that if the goal is to bring the Executive Director's salary to an equal level with the Miami-Dade TPO's Executive Director, there must be

consideration of the 7% raise, which would equal \$20,000 over 12 months. He concluded that the bonus should be \$47,000.

Motion made by Board Member Walker for a bonus payment of \$47,000 payable to the Executive Director on July 1.

It was confirmed that because the \$47,000 bonus is a retention bonus, the MPO would be able to claw it back in the event the Executive Director left the organization earlier than expected. Mr. Stuart confirmed that this was consistent with his commitment to the MPO.

Board Member Walker **amended** his **motion** as follows: **motion** to make \$47,000 payable to the Executive Director on July 1; should the Executive Director leave early, the MPO would claw back the pro-rated amount of the retention bonus.

Deputy Vice Chair Jaffe **seconded** the **motion**.

Deputy Vice Chair Jaffe also noted that in a global sense, it is not entirely accurate to compare the Broward MPO and Miami-Dade TPO.

Attorney Gabriel clarified that the MPO's fiscal year begins on July 1. He added that he would review the process to ensure that it is legally acceptable, and pointed out that the Committee's recommendation would not go before the MPO Board until that body's July meeting. There will be another Executive Committee meeting in July at which any issues could be addressed before the recommendation goes before the full Board.

In a voice vote, the **motion** passed 5-2 (Board Members Fadgen and Furr dissenting).

Motion made by Vice Chair Cooper, seconded by Board Member Furr, to move the annual billable hours to \$325/hour for legal services. In a voice vote, the **motion** passed 6-1 (Board Member Good dissenting).

At this time the Committee members' recommendations for both evaluations were presented and confirmed.

DISCUSSION ITEMS

1. Legislative Update

None.

2. Discussion of June 12, 2025 MPO Agenda Items

None.

3. Review and Discussion of Future MPO Agendas

None.

4. Non-Agenda

There being no further business to come before the Committee at this time, the meeting was adjourned at 9:32 a.m.



Action Items 1.

Executive Committee

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO APPROVE Agreement No. 26-02 Between Broward Metropolitan Planning Organization and mySidewalk, Inc. for Performance Measures Data Software Support in an Amount Not to Exceed \$48,600

WHAT THIS ACTION ACCOMPLISHES:

Approval of this action will allow the MPO to continue utilizing software to allow the MPO to efficiently track, analyze, map, and share with our member governments and the public a large number of data sets utilized by MPO staff to produce many of the core products as well as other transportation studies and plans.

SUMMARY EXPLANATION/BACKGROUND:

mySidewalk, Inc. offers a unique software platform (known as "mySidewalk") that provides hundreds of proprietary data templates that support data tracking, analysis, maps, time-series projections, and the ability to integrate user-specific data sets. It is a unique and powerful analysis engine for city-scale decision-making and communication. The mySidewalk software allows these data points and analyses to be packaged as community indicators, maps, and reports that can be simply and dynamically shared with board/committee members, colleagues, and the public. This software is utilized by staff in the development of the MPO's core products (e.g., Metropolitan Transportation Plan, List of Priority Projects, and Transportation Improvement Program) by improving public access to all MPO data and core products.

mySidewalk's online data analytics platform and its features and functionalities are specifically unique and are not duplicated by any other products or platforms within the MPO/transportation planning realm. mySidewalk provides its platform to more than 175 communities and organizations, including many MPOs, across the United States. It is the only web-based software platform that features over 2,300 pre-loaded data sets and attributes assigned or pre-apportioned across 16 full census, postal, and political layers of geography. There is no other software product currently available with off-the-shelf data, capabilities, and outputs competitive with the mySidewalk software. Because of this, the MPO pursued a sole source procurement for this software in accordance with the MPO's Procurement Rules.

The MPO has utilized the mySidewalk software to develop a performance measures dashboard that allows it to share complex data with stakeholders and the public in a simple and visually pleasing manner. The MPO has also developed socio-demographic profiles for all the municipalities in Broward. The purchase of the mySidewalk subscription would allow the MPO to maintain all of these important tools that it uses to share data with the MPO Board,

transportation partners and the public.

For the proposed three-year Agreement with mySidewalk, Inc. for a total amount not to exceed \$48,600, please see the Attachment. Questions and comments will be addressed at the meeting.

MPO STAFF RECOMMENDATION(S):

Staff recommends **approval** of the proposed Agreement with mySidewalk, Inc. for Performance Measures Data Software Support in an amount not to exceed \$48,600.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions regarding this item, please contact Paul Flavien at (954) 876-0045 or flavienp@browardmpo.org.

Attachments

Agreement No. 26-02 Between Broward Metropolitan Planning Organization and mySidewalk, Inc. for Performance Measures Data Software Support

AGREEMENT NO. 26-02
BETWEEN
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
MYSIDEWALK, INC.
FOR
PERFORMANCE MEASURES DATA SOFTWARE SUPPORT

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, 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

MYSIDEWALK, INC., a foreign corporation, authorized to do business in the State of Florida, with its principal business address located at 1911 Baltimore Ave, Kansas City, Mo 64108, (hereinafter referred to as “mySidewalk” or “CONTRACTOR”) for Performance Measures Data Software Support (the “Project”).

WITNESSETH:

WHEREAS, the BMPO desires to utilize software that provides it with the ability to efficiently track, analyze, map and share the many data sets that it currently produces and the many other data sets that are available through the US Census, Department of Transportation and other sources; and

WHEREAS, CONTRACTOR's software provides the BMPO with the ability to perform all of the above-mentioned activities. The mySidewalk software provides hundreds of proprietary data templates/recipes, time series projections, and the ability to integrate user specific data sets which makes it a unique and powerful analysis engine for city scale decision making and communication. The mySidewalk software allows these data points and analyses to be packaged as community indicators, maps, and reports that can be simply and dynamically shared with colleagues or the public; and

WHEREAS, CONTRACTOR's online data analytics platform and its features and functionalities are specifically unique and are not duplicated by any other products or platforms. CONTRACTOR provides its platform to more than 175 communities and organizations across the United States, and is the only web-based software platform that features over 2,300 preloaded datasets and attributes assigned or pre-apportioned across 16 full censuses, postal, and political, layers of geography. There is no other software product currently available with the off-the-shelf data, capabilities, and outputs competitive with CONTRACTOR's software; and

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

WHEREAS, the Executive Director has determined that the subject services as identified herein are unique to this particular CONTRACTOR and as such, acquisition of the subject services is a sole source purchase, as permitted by the BMPO's Procurement Rules, in the best interest of the BMPO; and

WHEREAS, on _____, the Executive Committee of the BMPO, upon the recommendation of the BMPO's Executive Director, authorized the appropriate BMPO officials to execute this Agreement with the CONTRACTOR; and

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 During the term of this Agreement, CONTRACTOR agrees to provide, support and maintain the mySidewalk software for the BMPO, as specifically described in the Scope of Services, attached hereto as Attachment "A" to this Agreement.
- 1.2 The parties agree that the Services, as specified in Attachment "A" 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.
- 1.3 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 and shall remain in effect until such a time as the Services acquired in conjunction with the Contract Documents have been completed and accepted by the BMPO.

SECTION 3. COMPENSATION

- 3.1 In consideration for the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, the firm fixed price of **FORTY EIGHT THOUSAND SIX HUNDRED AND NO/100 Dollars (\$48,600.00)**, contingent

upon the appropriation of funds. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts as indicated on attached Attachment "A", 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.

- 3.2 CONTRACTOR may submit an invoice annually for compensation, developed and agreed upon by the BMPO Executive Director and Contractor. 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, where applicable. **Invoices shall be submitted to the BMPO Project Manager and Accounts Payable (accountspayable@browardmpo.org.)** with the applicable forms in Attachment "D". The submission of travel expenses is not authorized, and such expenses shall not be reimbursed by the BMPO.
- 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:

MYSIDEWALK, INC.
1911 Baltimore Avenue
Kansas City, MO 64105
- 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 Scope of Services or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement.

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated for cause 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 thirty (30) 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 anytime during the first year of this Agreement, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated based upon the price as shown in Attachment "A", which shall result in the forfeiture of the 3 Year Term annual discount and any accumulated and unused reference credits. 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 9.2 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. UNCONTROLLABLE FORCES

- 5.1 Neither BMPO nor the CONTRACTOR shall be considered to be in default of the Contract Documents if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party

of its obligations under the Contract Documents and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 5.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of the Contract Documents.

SECTION 6: CLAIMS AND DISPUTES

- 6.1 A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the BMPO and the CONTRACTOR arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 6.2 Initial notice of Claims by the CONTRACTOR shall be made in writing to the BMPO Project Manager within five (5) business days after the first day the Contractor is aware of the event giving rise to such Claim, or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the BMPO Project Manager within thirty (30) calendar days after the occurrence of the event unless the BMPO grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the CONTRACTOR for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth below.

The BMPO Project Manager shall render a decision regarding any Claims within sixty (60) days of receipt of CONTRACTOR's initial notice of Claim.

- 6.3 The CONTRACTOR shall proceed diligently with its performance as directed by the BMPO, regardless of any pending Claim, unless otherwise agreed to by the BMPO in writing. The BMPO shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.
- 6.4 Prior to the initiation of any action or proceeding permitted by these Contract Documents to resolve Claims between the parties, the parties shall first make a good faith effort to resolve any such Claim through this section. If the CONTRACTOR

fails to first submit its Claim to the Claim resolution process in this Section, the CONTRACTOR forever waives its right to bring any legal action against the BMPO for breach of contract arising from the Claim. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, 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, or the United States Federal District Court for the Southern District of Florida and venue for litigation arising out of this Contract shall be exclusively in such state or federal courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BMPO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

SECTION 7. INDEMNIFICATION

- 7.1 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.
- 7.2 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 entitled to the protections as contained in Section 768.28, Florida Statutes, as may be amended from time to time.
- 7.3 The provisions of this section shall survive termination of this Agreement.

SECTION 8. INSURANCE

- 8.1 The CONTRACTOR shall furnish to the BMPO ACORD certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below. For Commercial General Liability and Automobile Liability insurance, the Broward Metropolitan Planning Organization must be shown as an additional insured with respect to these coverages.

- 8.1.1 Commercial General Liability Insurance on a commercial basis in an amount not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The requested limits may be met through a combination of primary and umbrella coverages.
- 8.1.2 Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes Chapter 440.
- 8.2 The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
- 8.3 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - 8.3.1 The company must be rated no less than "B" as a management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the BMPO; or
 - 8.3.2 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- 8.4 Certificates will indicate no cancellation, modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
- 8.5 Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- 8.6 Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within ten (10) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, CONTRACTOR shall be in default and the Contract documents may be rescinded. Under such circumstances, the CONTRACTOR may be prohibited from submitting future responses to BMPO procurements.

- 8.7 CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the BMPO shall suspend the Contract until such time as the new or renewed certificates are received by the BMPO in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the BMPO may at its sole discretion, terminate the Contract and seek re-procurement charges from the CONTRACTOR.
- 8.8 If, in the judgment of the BMPO, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the BMPO's written notice, the Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.
- 8.9 All Subcontractors retained or hired for the Work shall be required to maintain coverages, limits and term no less restrictive than those required of CONTRACTOR. CONTRACTOR shall be responsible for monitoring insurance compliance of all its Subcontractors. Additionally, CONTRACTOR shall make available to the BMPO proof of insurance of all Subcontractors upon request.

SECTION 9. MISCELLANEOUS

- 9.1 **BMPO Project Manager.** The BMPO Project Manager 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, **Paul Flavian**, is designated as the BMPO Project Manager.
- 9.2 **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.

9.3 Audit and Inspection Rights and Retention of Records; Public Records.

9.3.1 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

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

Custodian of Records:	Jacqueline Barszewski
Mailing address:	100 West Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309
Telephone number:	(954) 876-0053
Email:	barszewskij@browardmpo.org

- 9.4 **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 Attachment "B", including CONTRACTOR's responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.
- 9.5 **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.

9.6 **Scrutinized Companies.** The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. BMPO may terminate the Agreement at the BMPO’s option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria, Sudan, or Scrutinized Companies that Boycott Israel List, as defined in Fla. Stat. § 287.135, as may be amended or revised.

9.7 **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. Nor shall employees and contractors to the CONTRACTOR enjoy any privity of contract with 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.

The CONTRACTOR shall supply competent and capable employees and contractors. The BMPO may require the CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the BMPO.

9.8 **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.

9.9 **Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance

with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

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:

MYSIDEWALK, INC.
1911 Baltimore Avenue
Kansas City, MO 64105

- 9.10 **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 Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, 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.

- 9.11 **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.

- 9.12 **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.
- 9.13 **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.
- 9.14 **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.
- 9.15 **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.

- 9.16 **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.
- 9.17 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment 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 9 of this Agreement shall prevail and be given effect.
- 9.18 **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.
- 9.19 **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.
- 9.20 **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.
- 9.21 **Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 9.22 **Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Attachments are incorporated hereto and made a part of this Agreement.

- 9.23 **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.
- 9.24 **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 9.25 **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.
- 9.26 **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.
- 9.27 **Disadvantaged Business Enterprise (DBE) Program.**
- 9.27.1 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.
- 9.27.2 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 subcontractor's 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.
- 9.27.3 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 10.54% (6.6% 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

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.

- 9.28 **Prohibition Against Considering Social, Political, or Ideological Interests.** Pursuant to Section 287.05701, Florida Statutes, the BMPO will not give preference to any contractor based on CONTRACTOR’s social, political, or ideological interests and will not request documentation of or consider such interests in the determination of responsible CONTRACTOR.
- 9.29 **Federal Highway Administration Funded Agreement.** This Project is funded with assistance from the Federal Highway Administration (“FHWA”). The BMPO will follow and require CONTRACTOR to comply with all applicable 3rd party procurement policies in accordance with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. Applicable FHWA requirements and provisions are incorporated throughout the Contract Documents.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN THE BMPO AND MYSIDEWALK, INC. FOR
PERFORMANCE MEASURES DATA SOFTWARE SUPPORT**

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

By: _____
Yvette Colbourne, Chair

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, P.L.

**AGREEMENT BETWEEN THE BMPO AND MYSIDEWALK, INC. FOR
PERFORMANCE MEASURES DATA SOFTWARE SUPPORT**

CONTRACTOR

WITNESSES:

[Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

This day ____ of _____, 2025.

Print Name: _____

**AGREEMENT BETWEEN THE BMPO AND MYSIDEWALK, INC. FOR
PERFORMANCE MEASURES DATA SOFTWARE SUPPORT**

ATTACHMENTS LIST

- 1) **Attachment “A”** – CONTRACTOR’s Scope of Services
- 2) **Attachment “B”** – BMPO Non-Discrimination Requirements
- 3) **Attachment “C”** – Required Forms
- 4) **Attachment “D”** – BMPO Required Invoice Documentation
- 5) **Attachment “E”** – Contractor Performance Evaluation Form

ATTACHMENT “A”

SCOPE OF SERVICES

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Mysidewalk and Broward County MPO- Transportation Performance Dashboard Subscription Renewal Agreement

This Subscription Renewal Agreement entered into by and between mySidewalk, Inc. "mySidewalk" and Broward County MPO "Customer" is effective as of the Renewal Start Date: October 12, 2025.

Customer Name Broward County MPO
Address 100 W Cypress Creek Rd #650
City, State Zip Fort Lauderdale, FL, 33309
Primary Contact Paul Flavien
Contact Email flaviemp@browardmpo.org

mySidewalk Subscription Description

Your subscription includes:

- Transportation Performance Dashboard
- mySidewalk Chart and Seek Access

Transportation Performance Dashboard: Your subscription to mySidewalk includes updates, maintenance, support and hosting of the Transportation Performance Dashboard as specified in the previously executed Partnership Agreement between mySidewalk and Broward County MPO.

mySidewalk Chart and Seek Access: Your subscription to the mySidewalk platform includes pre-loaded spatial data. Data is reported, where possible for our baseline geographies of nation, state, US congressional district, metropolitan and micropolitan area, metropolitan planning organization, state senate district, state house district, county, county subdivision, place, city council district, ZIP code, neighborhood, census tract and census block group. With access to our app you will have the ability to:

- Visualize data in maps and charts
- Upload .json, .zip, .kml, .gml, .sqlite, .csv. data to overlay Customer-owned spatial data
- Enrich Customer-provided geo-referenced boundaries with mySidewalk data
- View multiple datasets simultaneously and filter results
- Create and save maps and custom reports
- New features and functionality are also included in the renewal; fully ADA compliant dashboards, public data export options and new visualization options

Investment Summary

Term	mySidewalk Product(s)	Recurring Fee (Annual Subscription)
3 Years	Transportation Performance Dashboard and mySidewalk Chart and Seek Access	\$16,200

Fee & Payment:

The Customer will be invoiced according to the above Investment Summary for the three year term. Payment is Net 30.

ATTACHMENT “B”

BMPO NON-DISCRIMINATION REQUIREMENTS

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NON-DISCRIMINATION 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, also where consultant work items include assessing or planning pedestrian rights of way, it will follow the [FDOT Design Manual](#) or [Florida GreenBook](#), as applicable; 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.)”

(8) Non-Discrimination Language for the Public: The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact*

_____ at _____
or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least _____ days in advance.

(9) Cooperation with MPO Oversight: The MPO is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with MPO oversight efforts, as well as those instituted by FDOT and/or FHWA.

ATTACHMENT “C”

REQUIRED FORMS

Drug-Free Workplace Certificate

Anti-Kickback Affidavit

Non-Collusion Affidavit

Non-Discrimination Affidavit

Independence Affidavit

Accuracy of Proposal Certification

DBE Participation Statement and Bid Opportunity List

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists

FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion for Federal Aid Contracts

FDOT Form No. 375-031-06 E-Verify

FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

ATTACHMENT “D”

BMPO REQUIRED INVOICE DOCUMENTATION

Note: The Contractor Invoice Template attached is in a PDF format. The Template shall be provided in an Excel format after award to the selected Contractor.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Certificate of Disbursement of Previous Periodic Payment to Subcontractors

Contract No. 26-03

Date _____

Contract Name: ERP Software License Support and Maintenance

Period of Work Invoiced For: ___/___/___ to ___/___/___

The Contractor for the above referenced contract, hereby certifies that all Subcontractors and vendors having interest in this contract have received their pro rata share of all previous periodic payments made to date by the BMPO for all work, materials and equipment furnished under the contract.

Firm

(Signature of Authorized Representative)

NOTARY STATEMENT
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me the _____ day of _____,
20___, by _____ who is personally known to me or who has
produced _____ as identification and who did/did not take an oath.

Signature of Notary

My Commission Expires _____

Subcontractor's Certificate of Previous Payment

Note: The Prime Contractor shall attach this statement to current payment invoices, completed by each Subcontractor whose work appears on the previous payment invoice.

KNOW ALL MEN BY THESE PRESENTS, that (name) _____

representing _____, whose

address is _____, with the

title of _____, whom after being first duly sworn, upon oath

deposes and says that pursuant to the provisions of the contract for: CONTRACT

NO. 26-03

CONTRACT NAME: ERP Software License Support and Maintenance

that all monies due him/her, in accordance with the agreed upon payment schedule, have been

paid to him/her by _____, the Firm.

NOTARY STATEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20__, by _____ who is personally known to me or who has

produced _____ as identified and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

My Commission Expires _____

FINAL RELEASE ON CONTRACT AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

In accordance with the Contract Documents and in consideration of _____
Dollars (\$ _____) paid, <Contractor> releases and waives for itself and its
Subcontractors, material-person, successors and assigns, all claims, demands, damages, costs and
expenses, whether in contract or in tort, against the Broward Metropolitan Planning Organization
("BMPO") existing under the laws of the State of Florida relating in any way to the performance
of Agreement No. 26-01 between THE BMPO and <Contractor>.

(1) <Contractor> certifies for itself and its Subconsultants, material-person, successors
and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for
which the BMPO might be sued or for which a lien or a demand against any payment bond might
be filed, have been fully satisfied and paid.

(2) <Contractor> agrees to indemnify, defend and save harmless the BMPO from all
demands or suits, actions, claims of liens or other charges filed or asserted against the BMPO arising
out of the performance by <Contractor> of the Work covered by this Final Release on Contract
and Affidavit.

(3) This Final Release on Contract and Affidavit shall not be construed to represent,
expressed or implied, any release on behalf of the BMPO of any of the contractual covenants and
obligations of <Contractor>.

<Contractor>:

_____ By: _____
President

_____ Date: _____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____, as _____ of
_____, a _____ Corporation, on behalf of the Corporation. This person is
personally known to me or has produced a _____ (state) driver's license no. _____ as
identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

ATTACHMENT “E”

**CONTRACTOR PERFORMANCE
EVALUATION FORM**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Contractor Performance Evaluation

The BMPO will periodically evaluate the Contractor's performance utilizing the Contractor Performance Evaluation Form in this Attachment. This evaluation will be done at an interval no less than once per year during the contract term. For contracts with a term less than one year, the evaluation may be performed intermittently as determined by the BMPO. The BMPO assigned evaluator will complete the Contractor Performance Evaluation Form and provide a copy to the Contractor for review and response. Written Contractor responses will be incorporated into the evaluations. In any instances where the performance is below satisfactory, the Contractor will have thirty (30) days to provide a written response to the BMPO.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CONTRACTOR PERFORMANCE EVALUATION FORM

CONTRACTOR: _____

ADDRESS: _____

PROJECT NAME: _____

CONTRACT NO. _____ AWARD DATE: _____

EVALUATION NO. _____ DATE: _____ PERIOD COVERED: _____ TO _____

EVALUATED BY: _____

(Signature & Title)

	CONTRACTUAL	ACTUAL *
PRICE:		
COMPLETION DATE:		
TIME TO COMPLETE		

Ratings:
 E = Excellent
 G = Good
 S = Satisfactory
 U = Unsatisfactory
 N/A = Not Applicable

* = For Final Evaluation Only. Actual includes contractual plus all Amendments and Change orders.

**BROWARD METROPOLITAN PLANNING ORGANIZATION
EVALUATION OF CONTRACTOR'S PERFORMANCE**

EVALUATED ITEM	EVALUATION NO.			
	1	2	3	4
Quality of Contractor's Work				
Adherence to Contract Specs/Scope of Services				
Quality of Subcontractor's Work				
Quality of Project Manager/Supervisory Personnel				
Protection of BMPO Property				
Minimal Interference with BMPO Operations				
Timely Submission of Reports, Project Schedules and Deliverables				
Adherence to Project Schedule				
Compliance with Safety Standards				
Communication with BMPO Project Manager				
Attendance at Project Meetings				
Cooperation with Other Contractors				
Timely Notification of Possible Delays				

*** OVERALL EVALUATION ***				
-----------------------------------	--	--	--	--

COMMENTS: _____

***NOTE: PLEASE ATTACH BACKUP DOCUMENTATION FOR ALL EVALUATIONS RATED BELOW SATISFACTORY OR AS REQUESTED BY PROCUREMENT.**



Action Items 2.

Executive Committee

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO AUTHORIZE the MPO Executive Director and General Counsel to Execute an Agreement Between the Broward Metropolitan Planning Organization and a Firm Selected Through the General Planning Consultant Services Library for the Public Participation Plan (PPP) Update in an Amount Not to Exceed \$100,000

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will allow the MPO to update the Public Participation Plan (PPP), a core product of the MPO that establishes guidelines and methods for soliciting public participation throughout the transportation planning process.

SUMMARY EXPLANATION/BACKGROUND:

The MPO's Public Participation Plan (PPP) provides guidelines for achieving optimum public participation with assessment tools to evaluate the effectiveness of the Plan. Exemplary public participation begins early in the planning process and continues throughout each of the planning stages, helping to avoid, minimize, and mitigate project impacts while providing the best possible solutions. As part of the MPO's certification process by the Federal Highway Administration and Federal Transit Administration, the PPP is required to be updated every four years. The MPO's intent is to enhance public involvement and engagement regarding MPO initiatives, policies, services, and organizational awareness by updating the PPP.

In order to update the PPP, the MPO plans to utilize its General Planning Consultant Services Library (approved by the Board on April 14, 2022). On June 17, 2025, MPO staff advertised the PPP update by requesting proposals from the three firms that make up the Library. One proposal was received. At the time of mail out, MPO staff evaluated the rankings and recommended to the Executive Director that contract negotiations begin with the overall highest-ranked firm. The results from this evaluation will be presented to the Executive Committee at their upcoming meeting along with the name of the selected firm, scope of work for the project, and proposed fee (not to exceed \$100,000).

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

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the authorization for the MPO Executive Director and General Counsel to execute an agreement with a firm selected through the General Planning Consultant Services Library for the Public Participation Plan (PPP) update in an amount not to exceed \$100,000.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Paul Calvaresi at (954) 876-0037 or calvaresip@browardmpo.org.
