



**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												
Tasks	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
1.A. Existing TDM Efforts												
2.A. Determine Peers to Interview												
2.B. Conduct Interviews												
2.C. Document/Summarize Results												
3. TDM Workshop Group												
4.A. Comm. Vision & Implement. Plan												
4.B. Telework Resource Program												
4.C. Web/Online/Phone Application												
5.A. CMP Working Group												
5.B. Outreach & Educational Events												

**BUDGET**

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

**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  
6<sup>th</sup> 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 12<sup>th</sup> 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**

**BROWARD METROPOLITAN PLANNING ORGANIZATION**

ATTEST:

By: 

Gregory Stuart, Executive Director

28 day of JANUARY, 2021.

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.

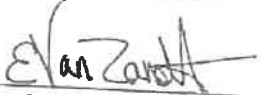
TMA Admin Services Agr. BMPO (FNL. 1.20.21)

TMA

ATTEST:

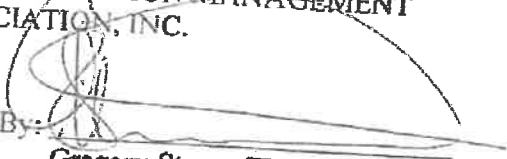
By:   
Robyn Chiarelli, Executive Director

3rd day of February, 2021.

By:   
Elizabeth Van Zandt, TMA Board Vice-Chair

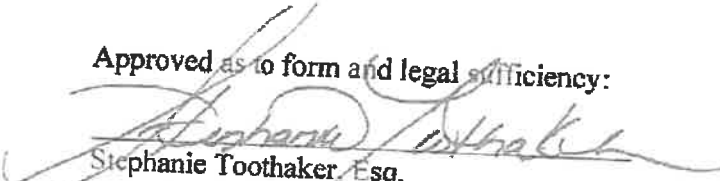
2 day of February, 2021.

DOWNTOWN FORT LAUDERDALE  
TRANSPORTATION MANAGEMENT  
ASSOCIATION, INC.

By:   
Gregory Stuart, TMA Board Chair

4 day of FEBRUARY, 2021.

Approved as to form and legal sufficiency:

  
Stephanie Toothaker, Esq.  
TMA Board Secretary