



Metropolitan Planning Organization

TASK WORK ORDER NO. 5

**BETWEEN THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
(BMPO)**

And

**GREATER FORT LAUDERDALE TRANSPORTATION
MANAGEMENT ASSOCIATION (TMA)**

For

Commute Broward Education and Advancement

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

Tasks & Deliverables

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

Scope of Work

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

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

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

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

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

Goals

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

Goal 1—Raise Awareness of Transportation Options

Educate the community on the availability of multimodal options and commuting programs that provide efficient and convenient ways to access workplaces.

Objectives:

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

Metrics: Website visits.

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

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

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

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

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

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

Goal 2—Strengthen Employer and Workforce Application

Equip employers with transportation resources and benefits that make commuting more convenient for their workforce, helping them attract and retain talent while supporting employees and their families.

Objectives:

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

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

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

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

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

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

Goal 3—Measure Program Performance and Impact

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

Objectives:

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

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

- 2) Evaluate the outcomes of direct employer reach outs

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

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

Strategies and Deliverables

Task 1—Marketing, Communication, and General Brand Awareness

Task Summary

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

The efforts that will be carried out under Task 1 are:

- ✓ Maintain the Commute Broward website as a centralized resource for transportation information.
- ✓ Share updates regularly through social media channels.
- ✓ Attend and present at member organization meetings.
- ✓ Participate in job fairs and community events with partner agencies.

Deliverables:

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

Attend at least two (2) job fairs or community events	By June 30, 2026
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Task 2—Direct Employer Engagement

Task Summary

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

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

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

The efforts that will be carried out under Task 2 are:

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

Deliverables:

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

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

Task 3—Support Public Involvement Events

Task Summary

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

Deliverables:

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

Schedule

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

Project Schedule TBD once core subtasks are reviewed and approved.

Budget

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

Total Amount Not To Exceed:

\$ 49,986.45

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

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

Greater Fort Lauderdale Transportation Management Association Vice Chair

BY:  _____

PRINT: Tasha Cunningham

DATE: JUNE 10, 2025

Broward Metropolitan Planning Organization Chair

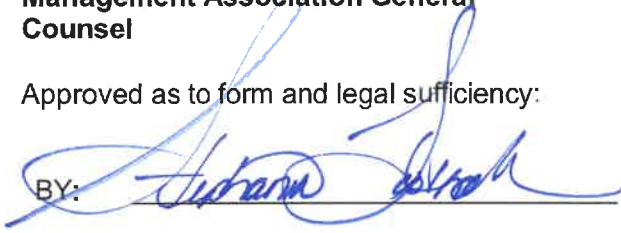
BY:  _____

PRINT: Yvette Colburn

DATE: JUNE 12, 2025

Greater Fort Lauderdale Transportation Management Association General Counsel

Approved as to form and legal sufficiency:

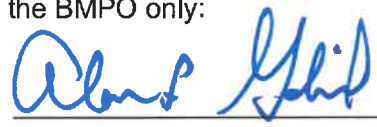
BY:  _____

PRINT: Stephanie Toothaker, Esq.
TMA Board Secretary

DATE: JUNE 10, 2025

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: JUNE 12, 2025

Greater Fort Lauderdale Transportation Management Association

Attest:

BY:  _____

PRINT: Robyn Chiarelli, Executive Director

DATE: 6/12/2025

Broward Metropolitan Planning Organization

Attest:

BY:  _____

PRINT: Gregory Stuart, Executive Director

DATE: JUNE 12, 2025

Addendum to Task Work Order 5

Fiscal Agent for BMPO Events

Document of Responsibilities

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

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

Guest Registrations:

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

Sponsorships:

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

Vendors and Contractors:

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

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

Reporting/Documentation:

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

General Principles:

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

Exhibit 1

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

Agreement for Administrative Services

Between The

Broward Metropolitan Planning Organization

And The

Downtown Fort Lauderdale Transportation Management Association, Inc.

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

WITNESSETH

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

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

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

WHEREAS, the TMA provides the following services:

- (i) Provides a forum for developers, employers and property owners to address common transportation concerns and to work cooperatively with government to mitigate the impacts of traffic congestion through a transportation management program;
- (ii) Reduce traffic congestion, air pollution, and parking needs by providing trolley service in the urban core and other high density areas;
- (iii) Promotes efficient transportation demand management systems and programs that will enhance the area's competitiveness and economic vitality and continue its image as an attractive place in which to live, work, visit, and conduct business;
- (iv) Administers contributions and grants to the TMA from public and private sources and funds under contracts with public agencies and private organizations, in accordance with the

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

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

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

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

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

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

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

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

1. RECITALS

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

2. PURPOSE AND SCOPE

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

3. EFFECTIVE DATE, TERM AND TERMINATION.

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

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

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

- c) **Termination for Convenience.** Either party may terminate this Agreement for convenience upon not less than one-hundred eighty (180) days prior written notice to the other party.
- d) **Termination for Cause.** In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (Notice to Cure). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days after the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon fifteen (15) days written notice to the other party.
- e) **Termination – Records and Payment.** Upon termination of this Agreement for any reason, each party shall turn over to the other party within a reasonable period of time (not to exceed 30 days) all records held by it with respect to this Agreement. Either party shall release all funds of the other party then held after application thereof to any outstanding amounts owed hereunder. The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of the other party's default under this Agreement.

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

4. **TMA RESPONSIBILITY.**

- (a) TMA shall endeavor to provide the following Services:
 - i. Leverage collective goals, such as to test new transportation innovations and trends;
 - ii. Conduct technical exchange related to resiliency and sustainability;
 - iii. Assist with project development related to transit;
 - iv. Strengthen collaborative opportunities with key Broward employers and property owners;
 - v. Maximize funding sources with private-sector contributions;
 - vi. Expand community reach of both the BMPO and the TMA;
 - vii. Reinforce staff skill sets; and
 - viii. Bolster one another's missions to achieve a measurable impact in Broward County.
- (b) The TMA shall allow the BMPO to have the right to designate one board seat with full voting rights to the TMA Executive Board of Directors.

- (c) The TMA shall engage and work cooperatively with BMPO staff to develop an annual Strategic Plan that benefits the missions of both Parties.
- (d) The TMA shall execute the Strategic Plan in good faith.
- (e) The TMA shall submit invoices to the BMPO on a monthly basis in a format acceptable to the BMPO and for fees defined in Section 6.

5. BMPO RESPONSIBILITY

- (a) The BMPO shall provide the TMA access to BMPO support staff on a limited as-needed basis and with the prior verbal approval of the BMPO Executive Director.
- (b) The BMPO shall review the TMA invoices and shall approve or reject such invoices within ten (10) business days after receipt. The BMPO shall process payment of any approved invoices within (30) calendar days after each invoice is approved.
- (c) The BMPO shall have no management, control, or responsibility for TMA employees, and the TMA shall adopt and implement its own employment policies, including recruitment, retention, promotion, supervision, discipline and evaluation of TMA employees.

6. FEES

- (a) The Parties shall cooperatively develop and mutually approve a budget that aligns with the scope of the Strategic Plan and those Services provided pursuant to this Agreement.
- (b) The BMPO shall pay to the TMA a monthly fee for those Services provided to the BMPO by the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).
- (c) The TMA shall pay to the BMPO a monthly fee for those Services provided to the TMA pursuant to this Agreement. The monthly fee shall be reflected in the approved budget pursuant to Section 6(a).

7. INDEMNIFICATION

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

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

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

8. MISCELLANEOUS.

(a) **Notices.**

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

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

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

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

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

(b) **Force Majeure.**

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

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

(c) **Relationship of Parties.**

This Agreement is not intended to create and does not create an agency or independent contractor relationship between the BMPO and TMA.

(d) **Incorporation by Reference.**

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

(e) **Governing State Law: Venue.**

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

(f) **Severability.**

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

(g) **Headings.**

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

(h) **Construction.**

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

(i) **Assignability.**

This Agreement shall not be assigned by either party without the express written permission of the other party.

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

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

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

[SIGNATURE PAGES FOLLOW]

BMPO

**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:

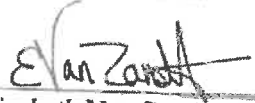
DOWNTOWN FORT LAUDERDALE
TRANSPORTATION MANAGEMENT
ASSOCIATION, INC.

By: 
Robyn Chiarelli, Executive Director

By: 
Gregory Stuart, TMA Board Chair

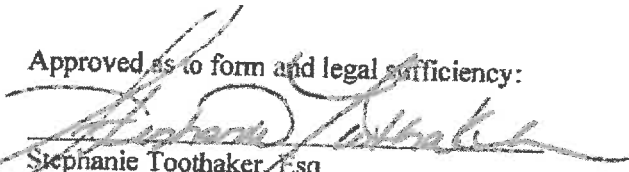
3rd day of February, 2021.

4 day of FEBRUARY, 2021.

By: 
Elizabeth Van Zandt, TMA Board Vice-Chair

2 day of February, 2021.

Approved as to form and legal sufficiency:


Stephanie Toothaker, Esq.
TMA Board Secretary