



**TASK WORK ORDER
NO. 6**

**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, 2026
End Date: June 30, 2027
Total not to exceed amount: \$49,992.58

Introduction

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 2". 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.

Direct expenses necessary to complete the work outlined in the scope of services must be negotiated and agreed upon by both parties prior to the execution of this Task Work Order. Any unanticipated direct expenses that arise must be approved by the BMPO Task Work Order Project Manager prior to being incurred. Any expenses that are not pre-approved will not be reimbursed. Non-reimbursable direct expenses will not be paid to the CONSULTANT.

This Task Work Order is issued in adherence to the terms outlined in the Agreement for Administrative Services. The completion of the tasks listed herein is contingent upon the active status of the Agreement. In the event that the Agreement is terminated, this Task Work Order shall also be rendered null and void.

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," Chapter 341, 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 2026/27 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 6 outlines the following goals and objectives. Progress will be measured by compiling and analyzing data to assess outcomes and continuously improve service delivery.

Performance Measurement Approach

Commute Broward will implement a performance-based framework that tracks program effectiveness across three levels: reach, engagement, and action. Reach reflects how many commuters and employers are exposed to transportation information. Engagement reflects active interaction with resources and programs. Action reflects measurable steps taken, such as employer participation or use of transportation tools. Where historical program data is available, Year 1 targets will be informed by prior performance. Where baselines are not yet fully established, benchmark conditions will be defined within the first two quarters and used to track progress over time.

While individual program activities do not directly result in measurable mode shift, these indicators provide a practical and defensible way to evaluate how Commute Broward contributes to broader regional mobility goals.

Definition of Success

By the conclusion of this Task Work Order, Commute Broward will demonstrate measurable progress across reach, engagement, and action indicators, including:

- Increased number of employers actively participating in commuter programs
- Expanded engagement with transportation information and resources
- Documented employer adoption or exploration of commuter benefit strategies
- Improved visibility into program performance through structured reporting
- Demonstrated contribution to regional mobility goals through measurable participation trends and program utilization

Goal 1 — Strengthen Program Structure and Reporting Transparency

Implement a more structured planning and reporting framework that provides clear visibility into Commute Broward activities, progress, and outcomes.

Objectives

1.1 Establish a structured planning framework that guides Commute Broward program priorities and implementation.

1.2 Improve visibility into program activities and outcomes through consistent reporting to BMPO leadership.

1.3 Translate program activities into measurable indicators that demonstrate program progress over time.

1.4 Provide BMPO leadership and stakeholders with a clear summary of annual program outcomes and value.

Metrics

- Completion of an annual Commute Broward work plan
- Timely submission of monthly and quarterly program reports
- Development of program performance indicators and trend summaries
- Delivery of an annual Commute Broward impact report

Goal 2 — Improve Public Understanding of Transportation Options

Enhance awareness and usability of transportation programs through simplified communications and targeted outreach.

Objectives

2.1 Ensure commuters have access to clear, centralized information about available transportation programs and services.

2.2 Increase public awareness of transportation options through consistent digital communication and outreach.

2.3 Expand engagement with community stakeholders to improve understanding of commuting options.

2.4 Simplify how transportation programs are explained so commuters can more easily understand how to access available services.

2.5 Identify additional outreach channels that broaden the distribution of transportation information to new audiences.

Metrics

- Number of users accessing transportation information via Commute Broward platforms (Reach)
- Engagement rate (click-throughs, time on page, or resource downloads) indicating active interaction (Engagement)
- Number of referrals or clicks to partner tools (e.g., SoFloGO, transit providers) (Action)
- Number of outreach presentations, community events, or job fairs attended (Reach)
- Number of attendees or participants at outreach events (Engagement)
- Development and distribution of transportation education materials (Reach)
- Number of participants interacting with materials or requesting information at events (Action)

Goal 3 — Expand Employer Participation and Workforce Reach

Continue growing employer engagement while improving documentation of employer outcomes and program value.

Objectives

3.1 Increase employer participation in Commute Broward programs through targeted engagement and relationship development.

3.2 Improve employer understanding of available commuter benefit programs and transportation solutions that support workforce access to jobs.

3.3 Provide employers and stakeholders with educational opportunities that help employers understand and implement commuter programs and transportation solutions.

3.4 Strengthen collaboration with partner organizations that connect Commute Broward with employers and workforce networks.

3.5 Capture employer insights and outcomes that illustrate the program's value to participating businesses and their workforce.

Definition — Engaged Employer

For reporting purposes, an “engaged employer” is defined as an organization that has participated in at least one substantive interaction beyond initial outreach, such as:

- Completing a consultation or assessment
- Participating in a program, webinar, or training
- Taking steps toward implementing or exploring commuter benefits or mobility solutions

Metrics

- Number of engaged employers (Engagement)
- Number of employers progressing from initial contact to active participation (Action)
- Number of employer presentations, webinars, or training opportunities delivered (Reach)
- Number of employers implementing or piloting commuter benefit strategies (Action)
- Documented employer-reported outcomes or feedback related to workforce mobility (Action)

Goal 4 — Demonstrate Regional Value and Return on Investment

Improve how Commute Broward communicates its impact to BMPO leadership and stakeholders through consistent performance tracking and executive-ready reporting.

Objectives

- 4.1 Track program activity and engagement levels to demonstrate the reach of Commute Broward services.
- 4.2 Communicate program outcomes to BMPO leadership and stakeholders through concise summaries and presentations.
- 4.3 Strengthen regional collaboration by supporting BMPO public involvement initiatives and mobility-related events.

Metrics

- Number of employer engagements, outreach activities, and stakeholder interactions documented (Reach)
- Number of executive briefings, presentations, or program updates delivered (Engagement)
- Number of BMPO public engagement initiatives and regional mobility events supported
- Estimated audience reach and stakeholder participation across BMPO-supported activities
- Total number of financial transactions processed (e.g., registrations, sponsorships, vendor payments)
- Timeliness and accuracy of financial reporting and reconciliation

By executing the goals and objectives outlined in Task Work Order 6, 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

The following tasks and deliverables translate the program goals into specific activities that will be implemented during the Task Work Order period. All targeted timeframes begin upon the start date of July 1, 2026 and will be ongoing throughout the term of this Task Work Order.

Task 1 — Strategic Planning and Performance Reporting

Commute Broward will implement a structured planning and reporting framework that strengthens program clarity and improves visibility into measurable outcomes. This task introduces an annual planning cycle supported by recurring progress reporting and an annual impact summary.

The goal is to ensure BMPO leadership has consistent, easy-to-understand insight into program progress, growth trends, and emerging opportunities.

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

- Develop an annual Commute Broward work plan outlining strategic priorities and success indicators
- Establish a consistent reporting cadence aligned with BMPO expectations
- Produce concise summaries that translate activities into measurable progress
- Prepare an annual impact report summarizing program outcomes and value

Deliverable	Target Timeframe
Annual Commute Broward Work Plan (priorities, focus areas, success indicators)	Within first 90 days
Monthly Progress Summaries (highlights, activities, emerging outcomes)	Monthly, aligned with invoicing

Quarterly Performance Reports (trend-based summaries)	Quarterly
Annual Commute Broward Impact Report (executive format)	By end of Task Work Order

Task 2 — Brand Awareness, Outreach, and Educational Resources

Commute Broward will continue serving as a centralized resource for transportation information while strengthening outreach and educational efforts. This task maintains core marketing and awareness activities while introducing clearer educational tools that help commuters better understand available transportation options. Special emphasis will be placed on simplifying how transportation programs are explained and accessed.

Commute Broward will implement a dual-focused outreach strategy that engages employers as primary distribution partners while continuing to serve commuters as the end users of transportation information and services. Employers provide a scalable pathway to reach large commuter populations, while direct outreach ensures accessibility for the broader public.

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

- Maintain the Commute Broward website as a centralized information hub, including access to tools such as SoFloGO
- Maintain a consistent social media content calendar
- Monitor and track website and social engagement trends
- Present at stakeholder meetings, job fairs, and community events
- Develop simplified visual how-to materials explaining transportation options
- Explore distribution partnerships (e.g., payroll or benefits platforms) to expand reach

Outreach and education activities will be designed to move commuters along a continuum from awareness to engagement to action. Program effectiveness will be evaluated through measurable indicators such as increased use of transportation resources, interaction with trip planning tools, and employer participation in commuter programs. These indicators serve as practical proxies for understanding how Commute Broward contributes to broader regional goals, including reducing reliance on single-occupancy vehicle trips over time.

Deliverable	Target Timeframe
Website content updates and maintenance	Ongoing
Social media content calendar and engagement tracking	Monthly
Outreach presentation and event participation summaries	Quarterly
Visual transportation education materials (how-to guides in digital format)	For all Broward-touching mobility options
Summary of expanded outreach channels (e.g., new distribution partners)	Annually

Task 3 — Employer and Stakeholder Engagement

Commute Broward will continue direct employer engagement efforts while strengthening the structure and documentation of employer outcomes. This task builds on prior outreach strategies while introducing more intentional stakeholder insights and measurable outputs.

The focus will be on improving both employer participation and visibility into employer outcomes.

The efforts that will be carried out under Task 3 are:

- Conduct targeted employer outreach through consultations, visits, and calls

- Deliver Commuter Benefits tiers to interested employers
- Host educational webinars for employers and stakeholders
- Conduct a Broward employer focus group
- Partner with organizations such as USF CUTR / Best Workplaces for Commuters for employer training
- Strengthen partnerships with HR associations, chambers, and workforce organizations
- Document employer success stories and qualitative insights

Deliverable	Target Timeframe
Employer outreach tracking log (consultations, calls, visits)	Monthly
Employer engagement summaries	Quarterly
Educational webinars	Minimum of one annually
Employer focus group findings summary	Once during Task Work Order
Employer training initiative (e.g., CUTR/BWC collaboration)	Once annually
Employer outcomes included in annual impact report	Annually

Task 4 — Support Broward MPO Public Engagement Initiatives

Commute Broward will continue supporting BMPO-led public involvement initiatives, including but not limited to operating as the fiscal agent (see attached addendum), and regional mobility events that elevate transportation awareness and reinforce collaboration between the BMPO and the TMA.

This task maintains continuity with prior Task Work Orders while aligning participation with broader program visibility goals.

Deliverable	Target Timeframe
Support BMPO public involvement initiatives and regional events	Ongoing throughout Task Work Order

Direct Expenses: There are no direct expenses required to perform the work outlined in the Scope of Services of this Task Work Order.

TASK WORK ORDER NO. 6
Commute Broward Education and Advancement

Exhibit 1
Budget

Commute Broward Implementation – FY 2026/27 Staff Hour Estimates

Task 1 – Strategic Planning and Performance Reporting	
Activity	Staff Hours
1. Annual Work Plan Development and Strategic Planning	40
2. Monthly, Quarterly, and Annual Program Reporting	110
Subtotal Hours	150
Subtotal Cost (65.73/hr)	\$9,859.50

Task 2 – Brand Awareness, Outreach, and Educational Resources	
Activity	Staff Hours
1. Maintain Website and Social Media Communications	50
2. Deliver Outreach Presentations and Community Events	60
3. Develop Transportation Education Materials and Outreach Content	121
Subtotal Hours	231
Subtotal Cost (65.73/hr)	\$15,183.63

Task 3 – Employer and Stakeholder Engagement	
Activity	Staff Hours
1. Conduct Employer Outreach, Consultations, and Workplace Engagement	100
2. Deliver Commuter Benefits Programs and Employer Support	65
3. Host Employer Webinars, Focus Group, and Document Employer Outcomes	80
Subtotal Hours	245
Subtotal Cost (65.73/hr)	\$16,103.85

Task 4 – MPO Public Engagement and Regional Mobility Event Support	
Activity	Staff Hours
1. Support BMPO Public Involvement Initiatives and Regional Mobility Events	80
Subtotal Hours	80
Subtotal Cost (110.57/hr)	\$8,845.60

GRAND TOTAL	\$49,992.58
Total Amount Not to Exceed:	<u>\$ 49,992.58</u>

TASK WORK ORDER No. 6 between BROWARD METROPOLITAN PLANNING ORGANIZATION and GREATER FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION (TMA) for Commute Broward Education and Advancement.

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

Broward Metropolitan Planning Organization Chair

BY: _____

BY: _____

PRINT: Tasha Cunningham

PRINT: Yvette Colbourne

DATE: _____

DATE: _____

Greater Fort Lauderdale Transportation Management Association General Counsel

Broward Metropolitan Planning Organization General Counsel

Approved as to form and legal sufficiency:

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

BY: _____

BY: _____

PRINT: Stephanie Toothaker, Esq.
TMA Board Secretary

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

DATE: _____

DATE: _____

Greater Fort Lauderdale Transportation Management Association

Broward Metropolitan Planning Organization

Attest:

Attest:

BY: _____

BY: _____

PRINT: Robyn Chiarelli, Executive Director

PRINT: Gregory Stuart, Executive Director

DATE: _____

DATE: _____

Addendum to Task Work Order 6

Fiscal Agent for BMPO Events

Document of Responsibilities

This Addendum is hereby incorporated into Task Work Order 6.

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 2

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.

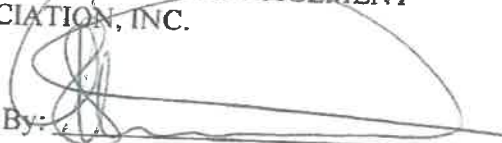
TMA Admin Services Agr. BMPO (FNL. 1.20.21)

TMA

ATTEST:

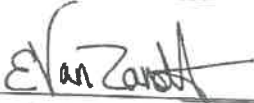
DOWNTOWN FORT LAUDERDALE
TRANSPORTATION MANAGEMENT
ASSOCIATION, INC.

By: 
Robyn Chiarelli, Executive Director

By: 
Gregory Stuart, TMA Board Chair

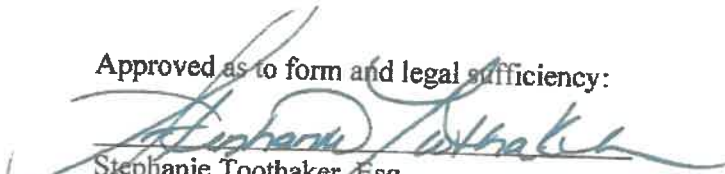
3rd day of February, 2021.

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