

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF FORT
LAUDERDALE, FLORIDA FOR “TACTICAL URBANISM” PILOT PROJECT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 2022 (the “Effective Date”), by and between the **City of Fort Lauderdale** (the “City”) and **The Broward Metropolitan Planning Organization** (the “BMPO”) for the “Tactical Urbanism” Pilot Project.

WITNESSETH:

WHEREAS, the BMPO is designated as the metropolitan planning organization for the urbanized area within Broward County; and

WHEREAS, BTactical is a BMPO Complete Streets Initiative program to quickly implement multimodal safety improvements on the Broward Roadway Network; and

WHEREAS, “Quick build” projects are focused on existing safety, accessibility, and connectivity needs; and

WHEREAS, the Lake Ridge Neighborhood completed a Neighborhood Mobility Master Plan in 2015 that was accepted by the City Commission on August 22, 2017; and

WHEREAS, the Lake Ridge Civic Association identified NE 15th Avenue between Sunrise Boulevard and NE 13th Street as a priority project, and to redesign the roadway to include bike lanes, crosswalks at NE 11th Street and NE 12th Street and landscaped median islands; and

WHEREAS, the City Commission authorized the submission of an application to the BMPO’s Complete Streets and Other Localized Initiatives Grant Program on October 21, 2021 for the permanent implementation of the NE 15th Avenue project; and

WHEREAS, the City’s Transportation and Mobility Department is implementing a pilot interim project through the installation of the pavement markings, paint, and planters for the NE 15th Avenue project, until funding becomes available for the hardscape final project; and

WHEREAS, due to increased costs impacted by the COVID-19 pandemic, the City’s interim project was not able to include the desired green paint in the bike lane, delineators and planters to protect users of the bike lane and eliminate vehicles using the space; and

WHEREAS, the BMPO announced and opened its call for projects for the Btactical Program; and

WHEREAS, the City submitted an application in November 2021, as part of the call for projects survey conducted by the BMPO’s BTactical Program for improvements along NE 15th Avenue between NE 11th Street and NE 13th Street in the City to include the green paint in the bike lanes, delineators at the intersections, and planters in the buffers and/or median area that were not able to be included within the City funded project; and

WHEREAS, after evaluating all the applications received, the City's application ranked as the top candidate and was selected as the 2022 "Tactical Urbanism" Pilot Project; and

WHEREAS, the criteria used to rank and select areas in need of infrastructure improvement included: safety, connectivity, mobility, the BMPO's Complete Streets Master Plan Bundle areas, and the High Injury Network ("HIN"); and

WHEREAS, the City and BMPO wish to enter into this MOU for the public purpose of implementing a temporary "Tactical Urbanism" pilot project on NE 15th Avenue between NE 11th Street to NE 13th Street, in order to demonstrate multimodal enhancements that could be implemented on the corridor as part of a future construction project, or along other corridors in the future; and

WHEREAS, the City and BMPO agree to partner for the purpose of developing, installing, and maintaining a pilot project entirely within the City's public right-of-way along NE 15th Avenue (the "Project"), in accordance with the terms and conditions set forth in this MOU.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. Description: This MOU establishes a cooperative arrangement between the City and the BMPO for the purpose of developing, installing, and maintaining a pilot project entirely within the City's public right-of-way along NE 15th Avenue, which encompasses several intersections between NE 11th Street to NE 13th Street. The exact locations of specific improvements such as delineators and planters, etc., may be adjusted according to community input. The "Project" may include, but is not limited to, the following elements:

- Painted pavement markings, such as crosswalks and bike lanes, to improve bicycle and pedestrian connectivity on the street;
- Traffic calming and intersection treatments to both slow traffic and protect bicyclists and pedestrians moving through the intersections along the route (e.g., traffic circles, chicanes, diverters, median refuges, etc.);
- Vertical bollards or delineators to provide geometric guidance consistent with professional traffic engineering standards; and
- Wayfinding and/or interpretive signage along the corridor to describe the purpose and objectives of the Project.

It is intended that the Project remain in place for a minimum of six months or to the conclusion of the monitoring and evaluation phase. The Project elements will be removed, at the discretion of the City's Engineer, after conclusion of the monitoring and evaluation phase. BMPO will rely on the City to monitor the Project and notify BMPO if any component is not working. The City will be responsible for correcting errors or removal at any time, in consultation with BMPO. City staff intends for the Project to inform the engineering and design of the future project, as well as assist in evaluating and determining best-practices in maintaining similar future facilities. Installation of the Project must be complete by May 2022. However, this date may be adjusted according to City staff availability and capability.

2. Responsibilities: The City and BMPO hereby agree to the following:

The City agrees to cooperate with the BMPO and Consultant as may be reasonably necessary to implement the Project. The City will make any required decisions as promptly as practicable so as to avoid unreasonable delay. Cooperation by the City shall include, but is not limited to the following:

- a. *Representation* – The Director of the Transportation and Mobility, or his or her designee, is the point of contact for the City as it relates to this MOU. City staff from the Transportation and Mobility Department and Public Information Office will work closely with BMPO and the Consultant on the overall planning of the Project and designate a Project Team that includes, at a minimum, the Project Manager, a Transportation Planner, and a Communications representative.
- b. *Capacity Building* - The City will assist the BMPO in identifying major stakeholders.
- c. *Public Engagement* - The City will book the venues for the public workshops and meetings, distribute promotional material to solicit attendees and communicate with local news sources about the Project. The City will provide support in documenting the project with photos and/or video.
- d. *Permitting + Review* - The City will provide input on the design alternatives, review the final striping plans, and administer a permit for the Project's installation. The City will provide traffic control equipment, a maintenance of traffic plan (if required), and will communicate and coordinate with the necessary City departments to be aware of the Project installation (police, transit, etc.). The City will determine any necessary public safety requirements. The City shall be responsible for obtaining all necessary permits, paying required permit fees, and ensuring compliance with all applicable Federal, State, and local government regulations.
- e. *Build Preparation* - The City will assist in identifying locations along the route to both store (prior to the build) and stage (during the build) the materials necessary for installation of the Project. The City will assist in preparing the route for installation, including power washing or street sweeping where necessary. The City will assist in the transport of materials during the build using City vehicles. The City may also donate materials for the installation based on the available resources or need.
- f. *Installation* - The City will participate in the installation of the Project. The Project team will assist in delegating tasks to volunteers. The City will develop a street closure and traffic management plan for the Project, post signage along the route three to five days prior to realignment to warn residents and visitors about lane closures.
- g. *Documentation* - The City will provide BMPO with base information necessary for the striping plans and public workshop materials.
- h. *Monitoring and Evaluation* - The City will assist in monitoring and evaluating the function and performance of the Project throughout its duration, as well as outcomes (quantitative and qualitative) of the Project, consistent with the Data Collection evaluation plan developed by the BMPO. Metrics may include:
 - i. Changes in vehicle, bicycle, and pedestrian volumes (before and after);
 - ii. Changes in vehicle speeds (before and after)
 - iii. Areas and potential points of conflict unique to the corridor
 - iv. Community feedback.
- i. *Maintenance* - The City will maintain the Project to ensure proper functioning. If an element of the Project is found to need adjustments, then the City shall make the adjustments based on consultation with BMPO and best practices. The City is also

responsible for the ongoing maintenance of the Project site and removal of project materials.

- j. *Data Collection* - The City will, as able, support data collection and installation tasks led by BMPO and monitor all activities related with traffic counts. Activities may include:
 - i. Approve Data Collection Equipment installation locations;
 - ii. Locate Utilities, if necessary, for Data Collection Equipment installation;
 - iii. Set up and manage traffic control, if necessary, for Data Collection Equipment installation;
 - iv. Clean-up site;
 - v. Meet BMPO staff on site during Data Collection Equipment installation training and install Equipment according to technical oversight provided by the BMPO.
 - vi. Assist with the installation, if needed.
 - vii. Assist with providing a bicycle for testing during Data Equipment installation training, if needed.
 - viii. At the conclusion of the Project, the City will return the Data Collection Equipment, and other related hardware to the BMPO.
- k. *Reapplication of Pavement Markings and Painted Pavement Surfaces* - The City will evaluate the condition of painted pavement markings and surfaces and will determine when and if larger-scale reapplication is necessary. Minor instances of needed paint, touch-up, and re-application will be provided by the City as necessary.

BMPO is the implementing agency of the “Tactical Urbanism” program and has retained Kimley Horn and Associates Inc. (the “Consultant”) to provide technical assistance in the implementation of the Project and for the purpose of producing the NE 15th Avenue Pilot Project in conjunction with the City. BMPO retains the right to include other sponsors for the Project. BMPO is solely responsible for compensating BMPO’s Consultant for services rendered for the Project and shall provide general oversight of the Project. At all times, Consultant (or BMPO-approved subconsultants of Consultant), acting as the agent of BMPO, bears the responsibility of conducting all necessary tasks to produce the elements of the Project. BMPO shall work with the City to facilitate production of the NE 15th Avenue Pilot Project elements, including but not limited to the following:

- a. Representation - The Complete Streets Manager of BMPO will serve as the primary point of contact for BMPO as it relates to this MOU.
- b. Capacity Building - The BMPO will identify major stakeholders to be a part of the Project Advisory Committee and initiate first contact in coordination with City staff.
- c. Public Engagement - BMPO will lead public engagement activities with support of City staff. The BMPO will execute elements of the outreach and marketing plan in coordination with the Consultant, as directed by the Project Manager.
- d. Permitting Review - BMPO will create design documents and permit drawings for the Project to be reviewed and approved by the City.
- e. Build Preparation installation - BMPO will identify materials for the Project and prepare the materials for the installation. BMPO will perform other build preparation tasks necessary to implement the Project. BMPO will delegate tasks to City staff, volunteers, keep track of and setup materials, and help to ensure the safety of the volunteers. BMPO shall require all volunteers to sign a Volunteer Waiver and Release form, which informs all volunteers that they are solely responsible for their

health and safety and informs all volunteers of the risks and dangers inherent in participating in this volunteer service.

- f. Documentation – The BMPO will provide photography and video documentation of the installation through the Consultant.
- g. Monitoring and Evaluation - BMPO will develop a monitoring and evaluation plan to support the City in the ongoing evaluation of the Project.
- h. Data Collection - BMPO will lead data collection activities and conduct bicycle, pedestrian and vehicle counts on at least one occasion prior to the installation of the Project and at least one occasion during the Project. Activities may include:
 - i. Crash data comparison (before and after).
 - ii. Coordinate vehicle counts, speed measurements, and bike/ped counts, on the Project corridor to provide before and after data for the Project.
 - iii. Retrieve and submit data.
 - iv. Conduct Data Collection Equipment test prior to field deployment.
 - v. The BMPO, at its sole expense, will provide the Data Collection Equipment and other hardware.
 - vi. Deliver Data Collection Equipment to be installed which may include: hammer, tape measure, rake, broom, road tape, cones, safety vests, etc. with assistance from the City if necessary.
 - vii. Provide bicycle for testing during Data Collection Equipment installation training, with assistance from the City if necessary.
 - viii. Provide laptop for finalizing and testing the Data Collection Equipment.
 - ix. Test for environmental interference with Equipment.
 - x. Determine final Data Collection Equipment placement.
 - xi. Data Collection Equipment maintenance, which may include battery upkeep and replacement of Data Collection Equipment parts such as screws, nails, hoses, and roadway tape.

Both parties agree to the following:

Modification of Project Components - In the event that, during the course of the Project, either party wishes to modify or alter Project components that fail to meet the City's original grant application goals, based on their observed function, notification and concurrence from the other party will be obtained and the party responsible for enacting the modification will be determined. Approval of any such modification shall be in writing and signed by both parties.

3. Term / Termination: The term of this MOU shall begin on the Effective Date. The Effective Date is the date in which the last party executes this MOU. This MOU shall terminate upon completion of the monitoring and evaluation phase of the Project, but no later than June 30, 2022.

This MOU may also be terminated by either the City or the BMPO for any reason, with or without cause, upon ninety (90) days written notice. In the event of termination, the City will return all Data Collection Equipment, and other related hardware, to the BMPO within seven (7) calendar days of equipment removal.

4. Damages: The City shall not be responsible for any damage, theft, and/or vandalism of any BMPO materials, equipment, and supplies.

5. Improvements and Removal: All improvements installed, constructed, or placed within the public right of way by BMPO as part of this Project, shall be considered the property of the City during the term of this MOU and following its termination. Any property provided by the City would remain City property during and following the MOU.

6. Liability: Each Party shall each be separately liable and responsible for the negligent or wrongful acts or omissions of their own respective officers, agents, volunteers and employees in the performance of their respective obligations under this MOU. Nothing in this MOU shall be deemed or treated as a waiver by the BMPO or the City of any immunity to which it is entitled by law, including but not limited to the BMPO or the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Independent Contractor: Employees of BMPO, or volunteers, shall not be deemed to be employees, agents or representatives of the City and therefore are not entitled to any benefits of any kind, including, but not limited to, unemployment, workers' compensation, or retirement from the City.

8. Amendments: This MOU constitutes the entire Agreement between the City and BMPO. This MOU may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this MOU.

9. Compliance with Laws: BMPO shall comply with all state, federal, or local laws, or ordinances, codes, rules, or regulations governing performance of this MOU.

10. Assignability: This MOU is not assignable by either party without the prior written consent of the other party.

11. Indemnification: To the fullest extent permitted by law, the City and BMPO agree to indemnify and hold harmless each other, their respective officials, volunteers, employees and agents from any and all liability for any and all personal injury or loss of life, loss or damage to property, and any related costs including, but not limited to, reasonable attorneys' fees, except to the extent such loss, damage or injury is caused by the negligence or recklessness of the City or BMPO, or their respective officials, volunteers, employees and agents, or their intentionally wrongful act or conduct in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

12. Insurance: Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is insured or self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability, Auto Liability, and Workers' Compensation, including Employer's Liability (with benefits in accordance with Chapter 440 Florida Statutes) coverage.

13. Budgetary Limitations: Nothing stated in this MOU shall be construed as requiring the City or the BMPO to make any budgetary appropriations.

14. Notices: In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or requiring to provide such notice shall provide it in writing, by hand delivery or regular United States mail, postage prepaid, to the other party at the address listed below:

The City: City of Fort Lauderdale
Christopher J. Lagerbloom, IMCA-CM
City Manager
200 N Andrews Avenue
Fort Lauderdale, FL 33301
Phone: (954) 828-5959 email: clagerbloom@fortlauderdale.gov

With Copy to: City of Fort Lauderdale
Benjamin Rogers, Director
Department of Transportation and Mobility
290 NE 3rd Avenue
Fort Lauderdale, FL 33301 email: brogers@fortlauderdale.gov

Broward MPO: Broward Metropolitan Planning Organization
Gregory Stuart, Executive Director
100 W Cypress Creek Road, #650
Fort Lauderdale, FL 33309
Phone: (954) 876-0035 email: stuartg@browardmpo.org

15. Public Records: Each party shall retain all records related to this MOU and any Services provided hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed.

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THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF FORT
LAUDERDALE, FLORIDA FOR "TACTICAL URBANISM" PILOT PROJECT**

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU on the respective dates under each signature: BMPO, signing by and through its Executive Director, duly authorized to execute same, and City, signing by and through its Mayor and City Manager, attested to and duly authorized to execute same.

CITY

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
DEAN J. TRANTALIS
Mayor
____ day of _____, 2022

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

By: _____
CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager
____ day of _____, 2022

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:
ALAIN E. BOILEAU, City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF FORT
LAUDERDALE FOR TRANSPORTATION PLANNING SERVICES**

BMPO

BROWARD METROPOLITAN PLANNING
ORGANIZATION

By: _____
Gregory Stuart, Executive Director

This ____ day of _____, 2022.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel,
BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.