

INTERLOCAL AGREEMENT FOR TRANSPORTATION PLANNING SERVICES

This Interlocal Agreement for Transportation Planning Services (the "Agreement") is entered into by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, (the "City"), and the **BROWARD METROPOLITAN PLANNING ORGANIZATION**, duly organized and existing under Section 339.175, Florida Statutes, (the "MPO"), collectively referred to as the "Parties").

Recitals

A. The City Commission of the City of Fort Lauderdale recognizes the importance of collaborative transportation planning to ensure the mobility and economic development needs of the City, its residents, businesses, and tourists are met through efficient and effective investment in transportation infrastructure.

B. The City has determined the transfer of transportation planning responsibilities to the MPO will provide the City with industry leading professional services and is the most efficient means to deliver these services.

C. The Parties desire to enter into an agreement containing mutually satisfactory terms regarding the MPO's performance of the above-referenced activity.

D. The Parties enter into this Agreement on behalf of their respective entities after having made the following findings:

1. The MPO has unique experience in multimodal transportation planning and the review, ranking, prioritization, programming, and coordination of municipal transportation projects, which can assist the City in efficient and effective decision-making regarding future transportation investments and the use of federal and state transportation funding options and the local transportation surtax.
2. The MPO is a signatory to the Transportation System Surtax Interlocal Agreement among the City, MPO, and certain other municipalities.
3. The MPO's transportation planning services on behalf of the City will be outside the MPO's federally funded responsibilities, and the MPO should be compensated for such services by the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Scope of Services. The “Scope of Services,” which is Exhibit A to this Agreement, attached hereto and made a part hereof, describes the Transportation Planning Services the MPO will provide to the City through this Agreement. These services include:

- A. “Initial services” – services necessary to assemble MPO resources, staff and facilities to transition transportation planning services from the City to MPO in support of the Agreement;
- B. “Core services” – services necessary to meet the on-going requirements of the Agreement; and
- C. “Optional services” – MPO services available to the City by written request of the City and agreed to be performed by the MPO in writing.

Nothing in this Agreement establishes the means and methods the MPO will utilize to deliver the “Scope of Services.”

The MPO will identify and assign a single person to serve as MPO’s Project Manager (“PM”) for the City of Fort Lauderdale’s Transportation Planning Services. The PM is responsible for the overall project management necessary to ensure the satisfactory implementation of transportation support services in accordance with the Scope of Services. The City’s City Manager will identify and assign a single Point of Contact (“POC”) for this Agreement, with whom the MPO’s PM can communicate and coordinate on all issues related to the Transportation Planning Services, including invoicing and payment. The POC is expected to fully communicate with all appropriate members of the City of Fort Lauderdale to ensure MPO requests associated with the transportation planning services are handled in a timely manner.

II. Funding. All funding obligations under this Agreement shall be met by the City and the City is responsible to ensure all funds are available to the MPO consistent with the terms of this Agreement. Exhibit B to this Agreement, attached hereto and made a part hereof, describes the maximum fees the City will be obligated to pay to the MPO pursuant to this Agreement. Payment shall be made in advance and the funds shall only be used for Services performed and costs actually incurred pursuant to this Agreement, as set forth in Exhibit B.

The Parties shall annually, during the first quarter of each City fiscal year, provide a reconciliation of revenues and expenditures to each other. Notwithstanding any provision to the contrary, if the MPO’s expenses of fully performing “core services,” described in Exhibit A attached hereto, are less than the annual not-to-exceed amount (as escalated), outlined in Exhibit B attached hereto, the Parties agree to allow any excess balance to carry forward through the Term of Agreement unless the Parties mutually agree to use all or a portion of the excess balance to: 1) fund “optional services;” 2) as part of the next upfront payment for “core services;” or 3) be refunded to the City.

The MPO is only relieved from performance under the terms of the Agreement in the event the City fails to pay the annual amount as set forth in Exhibit B.

III. Contractors. The MPO may utilize contractors to perform all or a portion of the Services of this Agreement and shall have the right to use the MPO's then current procurement processes, as amended from time to time by the MPO.

IV. Reporting, Audit, and Related Requirements. As a recipient of City funds, the MPO will fully comply and otherwise fully cooperate with any City audit. The scope of any audit of the MPO by the City is limited to services provided under this Agreement only, and the audit will be paid for by the City. The obligations stated in this section shall survive expiration or earlier termination of this Agreement.

City shall have the right to audit the books, records, and accounts of the MPO and the MPO's contractors that are related to this Agreement. The MPO shall keep, and the MPO shall cause the MPO's contractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the MPO and the MPO's contractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the MPO or the MPO's contractor, as applicable, shall make same available at no cost to City in written form.

The MPO and the MPO's contractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, or for a minimum period of three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. The MPO and the MPO's contractors shall comply with all requirements of the Florida public records law; however, the MPO and the MPO's contractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

The MPO shall, by written contract, require all of the MPO's contractors to agree to the requirements and obligations of this Section.

The MPO shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

V. **Term of Agreement.** This Agreement shall remain in full force and effect as of the date of City of Fort Lauderdale City Commission approval through September 30, 2025, (the “Initial Term”), with automatic one-year annual renewals beyond the Initial Term.

VI. **Termination.** Either party may terminate this Agreement effective on or after the expiration of the Initial Term by providing the other with written notice of termination at least 180-days prior to the effective date of the termination. This Agreement may also be terminated as otherwise mutually agreed to by the Parties. This Agreement is subject to and conditioned on the City’s appropriation of funds for this Agreement in the City’s annual budget and the availability of funds, absent which, the City agrees to pay the actual costs of the MPO demobilization of this Agreement, not to exceed the amount of the then current one full year’s payment under this Agreement.

VII. **Pledge of Support.** To the full extent permissible under applicable law, the Parties pledge to work cooperatively to enhance the local and regional transportation system.

VIII. **Amendment.** This Agreement may be amended by a written document formally approved by the City and the MPO.

IX. **Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties are entities subject to Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees while acting within the scope of their office or employment pursuant to Section 768.28, Florida Statutes (2019), as may be amended or revised.

If the MPO contracts with a third party to perform any services set forth herein, MPO agrees that any and all such contracts will include provisions that protect the MPO and the City including the following:

- A. Indemnification: Contractor shall indemnify, hold harmless, and defend (i) City of Fort Lauderdale, a Florida municipality, (“City”), and all of City’s officers, agents, servants, and employees and (ii) MPO and all of MPO’s officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”).

In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City or MPO, defend each Indemnified Party against each such Claim by counsel satisfactory to (i) City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party or (ii) to MPO or, at MPO's option, pay for an attorney selected by the MPO Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the MPO Attorney, any sums due Contractor under this Agreement may be retained by MPO until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by MPO.

X. Insurance. The MPO has, prior to its execution of this Agreement, provided the City's Point of Contact (POC) with written verification of insurance of the types and minimum amounts as set forth on Exhibit "C" and in accordance with state law. Additionally, if the MPO elects to purchase excess liability coverage, it will furnish a certificate of insurance to the City listing "City of Fort Lauderdale" as a certificate holder and an additional insured.

If MPO contracts with a third party to perform services set forth in this Agreement, MPO agrees that any such contracts will include provisions that protect the MPO and the City including the following:

- A. Insurance: MPO's contractor shall keep and maintain, at the contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C", and specifically protect City by naming "City of Fort Lauderdale" and by naming the MPO as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy;
- B. MPO's contractor shall furnish to the MPO's PM certificates of insurance and endorsements evidencing the insurance coverage specified above prior to beginning the performance of services under this Agreement; and
- C. Coverage is not to cease and is to remain in full force and effect until all performance required of MPO's contractor is completed.

XI. Dispute Resolution. If the Parties are unable to resolve an issue about which there may be a disagreement regarding a matter covered in the Agreement, such dispute will be resolved in the following manner:

- A. The Parties will meet through the City Manager and the MPO Executive Director, or their respective designee(s), in an effort to resolve the dispute; and

- B. If the Parties are still unable to resolve the dispute, the Parties agree to further attempt to resolve the dispute in accordance with the governmental conflict procedures specified in Chapter 164, Florida Statutes, or such other process mutually agreed upon in writing by the City and the MPO (the City Manager is authorized to agree on such other process on behalf of the City).

XII. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement is litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, MPO AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

XIII. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

XIV. Further Actions. If an audit documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XV. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to the City: City Manager
 100 North Andrews Avenue
 7th Floor
 Fort Lauderdale, FL 33301
 Current email: CLagerbloom@fortlauderdale.gov

With a copy to: City Attorney
 100 North Andrews Avenue
 7th Floor
 Fort Lauderdale, FL 33301

Current e-mail: ABoileau@fortlauderdale.gov

MPO: MPO Executive Director
100 W. Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, FL. 33309
Current e-mail: stuartg@browardmpo.org

With a copy to: MPO General Counsel
Current e-mail: agabriel@wsh-law.com

XVI. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other agreement, representation, or communication, whether oral or written, between the Parties relating to the specific subject matter of this Agreement.

XVII. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XVIII. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

XIX. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

XX. Advice of Counsel. Each party acknowledges they had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.


XXI. Non-Discrimination.

The MPO shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The MPO certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. Subject to a prior 30-day notice (which includes the right to cure) to the MPO by the City, the failure of the MPO to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the MPO fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the MPO complies with Section 2-187.
5. The MPO may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal Agreement for Transportation Planning Services on the respective dates under each signature: CITY OF FORT LAUDERDALE, by its City Commission, signing by and through its Mayor and City Manager, duly authorized to execute same by City Commission action on the ____ day of _____, 2019; and MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

ATTEST:



Jeffrey A. Modarelli, City Clerk

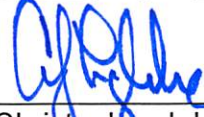
CITY OF FORT LAUDERDALE

By:



Dean J. Trantalis, Mayor


5th day of November, 2019



Christopher J. Lagerbloom, ICMA-CM
City Manager

5 day of NOV, 2019

Approved as to form by:

Sr. 

Assistant City Attorney

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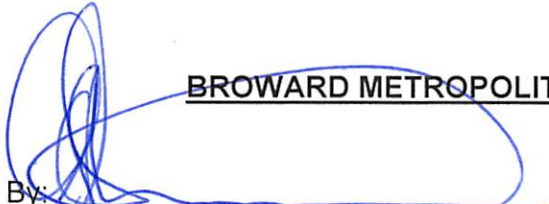


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IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement for Transportation Planning Services on the respective dates under each signature: MPO, by its Board, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same by Board action on the 12th day of September, 2019; and CITY, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.


By: _____
Gregory Stuart, Executive Director

This 14th day of November, 2019.


By: _____
Bryan Caletka, Chair

This 14th day of November, 2019.

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.

Exhibit A – Scope of Services

EXHIBIT A: SCOPE OF SERVICES

City of Fort Lauderdale Transportation Planning Services

September 20, 2019

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PROJECT TASKS

The following tasks will be completed by the MPO consistent with the Interlocal Agreement for Transportation Planning Services (Agreement) between the City and the MPO, to which this Scope of Services is an Exhibit.

SCOPE OF WORK

Task 1 – Transportation Planning Services Management

Task 2 – Project Management

Task 3 – Public Education and Outreach

Task 4 – Data, GIS and Maps

Task 5 – City Transportation Priority Plan

Task 6 – Grants

Task 7 – Transit

Task 8 – Other Transportation Planning Services

Task 9 – Environmental Justice

TASK 1 – TRANSPORTATION PLANNING SERVICES MANAGEMENT

Initial Services

Prior to the transition of services on March 1, 2020, the MPO's Project Manager ("PM") and the City's Point of Contact ("POC") will work together, from execution of the Agreement through February 29, 2020, to ensure a seamless transition. Efforts will focus on putting in place communications methods, invoicing, workflow, and processes consistent with the terms of the Agreement.

The MPO will initiate efforts to advertise and interview potential candidates for MPO positions necessary to carry out the Agreement. The MPO may also initiate contractor contracts to support the Agreement.

The POC will facilitate meetings between City and MPO financial, accounting, IT, and/or legal staff to set up the initial fund transfer process, agree to invoice format and information, and set up all processes necessary to support the Agreement.

The City and the MPO will issue a joint press release that identifies the partnership and the MPO's role on behalf of the City.

Core Services

The MPO's PM and City's POC shall work closely to ensure strong communication and coordination through the life of the contract. The MPO shall provide to the City's POC written quarterly progress reports. The POC will issue all requests for services in writing to the PM.

MPO staff assigned to work on the City of Fort Lauderdale Transportation Planning Services will represent the City's interests before the MPO Board and its subcommittees related to specific projects or assignments as provided in the Scope of Services. In these cases, the MPO staff will clearly state their role as staff to the City for the record. In no case shall MPO staff act as City's voting member on any MPO subcommittee.

TASK 2 – PROJECT MANAGEMENT

Initial Services

Core Services

The MPO will provide comprehensive project management services for discrete planning projects identified in Task 5 and in support of other Tasks, as agreed to by the PM and POC, and within available staff and budget resources as outlined in Exhibit B. Project Management services include assignment of MPO staff member(s) to lead each discrete project, development of a project-specific scope of services, schedule, implementation and staff resources plan. The POC is expected to support all efforts by arranging access to appropriate City staff, resources, leadership, existing data, and other support as might be needed in a timely manner.

The MPO will manage any consultant services from the MPO's general planning professional services library in support of any Task.

Optional Services

The MPO may coordinate with all member agencies of the MPO, as appropriate on a case by case basis, in support of Transportation Planning Services, including, but not limited to, City Public Works, Broward County Public Works, FDOT, and Broward County Transportation Departments. This coordination, communication and collaboration is necessary to optimize and rationalize the use of transportation planning services and prepare identified transportation projects for potential funding from County, State and Federal sources.

If potential transportation projects have any conflicts, as identified by the MPO as early as possible, issues will be brought to the POC's attention for timely resolution and/or decision making.

SUBTASK 2.1 – MEETINGS

The City and POC shall be responsible for locating and reserving appropriate meeting locations/space in City buildings. Public notices shall be provided by the MPO but posting to meet Florida's Sunshine law on City website or other means of providing notice normally utilized by the City, is the responsibility of the City.

Optional Services

With reasonable advanced written notice, the MPO will attend meetings requested by the POC outside of or in addition to the core services. The City will be charged according to the fee structure outlined in Exhibit B.

2.1.1 MPO Project Manager (PM) & City Point of Contact (POC) Meetings:

Initial Services

The MPO PM will meet with, in person or by phone, the City POC weekly from the execution of the Agreement through February 29, 2020, to ensure a seamless transition.

Core Services

The MPO PM shall meet face-to-face with the City POC one time per month to discuss Transportation Planning Services-related issues. The MPO PM and City POC shall be available for routine, project related interaction including voice and electronic communications.

2.1.2 MPO Executive Director Meetings

Initial Services

The MPO Executive Director (or the MPO Executive Director's designee) will attend one City Commission meeting pre-transition and one City Commission meeting post-transition, to update and educate the City on the implementation and transitional progress.

Core Services

The MPO Executive Director (or the MPO Executive Director's designee) will attend up to two (2) City Commission (Conference or Regular) meetings each City fiscal year, counted by separate days, to present City transportation priorities, answer questions, and listen to discussion on related Commission agenda items.

2.1.3 City Commission Meetings:

Initial Services

The MPO PM shall attend one City Commission Meeting prior to the transition to provide a transitional update to the City Commission.

Core Services

The PM (or the PM's designee) will be available to attend up to sixteen (16) City Commission (Conference or Regular) meetings per year, counted by separate days, in support of specific projects or work products covered in the Scope of Services.

2.1.4 Routine Meetings:

Core Services

MPO staff shall attend up to 96 routine meetings per City fiscal year, pro-rated for partial years. A routine meeting shall include neighborhood associations, civic associations, City staff meetings, external agency, and/or any other groups that have recurring meetings. The POC will provide the PM with a prioritized list each month.

MPO staff will attend all Downtown Fort Lauderdale Transportation Management Association (TMA) meetings and provide support to the TMA consistent with Task 7.

2.1.5 Special Request Meetings:

Core Services

The PM (or the PM's designee) will attend up to 48 non-routine, special request meetings per year, prorated for partial years, as arranged and coordinated by the POC. The POC is responsible for making all reasonable efforts to schedule meetings to provide PM ample notice of meetings. In cases where the PM (or the PM's designee) is not able to attend the meeting, the PM shall provide the POC with talking points and/or presentation materials.

Special request meetings are above and beyond other meetings identified in Task 2.

2.1.6 Project Outreach Meetings:

Core Services

The MPO will support and attend reasonably necessary project specific outreach meetings with appropriate local groups, civic associations, and local governments, jointly with the project sponsor, to solicit project-specific input from the community. Meetings with local groups may be arranged by the MPO, project sponsor, or City. Workshops and meetings with civic associations and local groups may be located throughout the City of Fort Lauderdale. The MPO will work with the City or project sponsor to ensure the necessary agenda, material, exhibits, presentation, advertising, and handouts in support of the project-specific meeting are available.

In cases where a workshop format may be more appropriate to elicit input, the MPO will provide similar support. The MPO shall record attendance through a voluntary sign-in sheet including the name and contact information for each person in attendance. In addition, the MPO may arrange to take minutes and record verbal and documented comments from the public, staff and elected officials, as such may be required.

SUBTASK 2.2 - TECHNICAL PRESENTATIONS

Core Services

The MPO will strive to present and communicate materials in a clear, concise, and coherent manner that avoids overly jargon-filled or technical materials. At the request of the POC, the PM shall make all materials available to the City. The MPO shall make the necessary arrangements, including preparing draft City agenda items, for specific projects or work products covered in the Scope of Services. Counted among the meetings outlined in Subtask 2.1, the MPO shall make presentations to member agencies, and shall prepare materials for such presentations.

TASK 3 – PUBLIC EDUCATION AND OUTREACH

Core Services

The MPO will develop a City Transportation Planning Public Participation Plan (PPP) in support of the Transportation Planning Services. The PPP will outline the process by which the public will be engaged, time of engagement, and effort, from inception to completion.

The MPO will produce general educational, promotional, and marketing materials to advance the understanding of the general public.

SUBTASK 3.1 - VIDEO

Optional Services

At the request of the POC, the MPO may create an educational video(s) to introduce the public to the Transportation Planning Services and projects for distribution on the City's cable channel. The video(s) should be easy to understand and relatively simple to produce. The video(s) should have branding consistent with the City of Fort Lauderdale.

SUBTASK 3.2 - OUTREACH

This subtask will encompass three main segments of outreach:

- City Committee Meetings (*core services*)
- Outreach Meetings (*core services*)
- E-Townhalls (*optional services*)

The MPO may use one or more of the above approaches to engage with the public, solicit feedback, and build support.

Core Services

The City of Fort Lauderdale has various committees, which MPO staff will utilize as part of its Transportation Planning Services and will be used as the traditional “public meeting,” where the public is given the opportunity to comment on the City Transportation Plans and Projects. The number of meetings is identified in Task 2.

Outreach meetings will take place in conjunction with previously scheduled meetings, such as neighborhood association meetings, community group forums, partner agency events, etc. The MPO will be responsible for scheduling, coordinating, and attending these meetings. The number of meetings is identified in Task 2.

Optional Services

“Electronic-townhalls” (E-townhalls) may be used for fact gathering to solicit public feedback and increase awareness of Transportation Plans and Projects. These E-townhalls should be scheduled at strategic times in the process to ensure efficient use of the public's time and resources. The MPO is responsible for the procurement, planning, and execution of all E-townhalls.

SUBTASK 3.3 - SURVEY

Optional Services

The MPO may procure a statistically significant baseline survey to gain insight into the public's thoughts on Transportation Planning and Projects within the City and other related issues, options and desired goals. Survey questions should be developed by the MPO with input from the POC. Results would be presented in user friendly formats for distribution to the public. Key findings should be presented and delivered to policy makers who can make use of such input as they speak to their constituents and peers.

SUBTASK 3.4 - MEDIA OUTREACH

Initial Services

The City and the MPO will issue a joint press release that identifies the partnership and that the MPO will act on behalf of the City. The MPO will use appropriate social media and related opportunities to widely communicate to the community.

Core Services

The MPO shall monitor media outlets routinely and notify the POC of any impactful media stories related to the City's transportation planning management.

Optional Services

The MPO may arrange for news releases and promote coverage in local newspapers, television stations, radio stations, and online media, in coordination with the City's communication staff. The MPO may inform the media of ongoing outreach and opportunities for the public to comment on the Surtax, especially at key times. The MPO may take advantage of available cost-effective media outlets to reach the public and also utilize digital media as appropriate to achieve maximum reach to the population of the City of Fort Lauderdale.

SUBTASK 3.5 - STAKEHOLDER ENGAGEMENT

Initial Services

The City and the MPO will jointly host a session with key external agencies to discuss transition of Transportation Planning Services from the City to MPO to obtain feedback and recommendations. The MPO and City may respond to any questions or concerns that need to be clarified.

Core Services

The MPO shall be responsible for ensuring outreach and engagement efforts with key partners and stakeholders as identified in Task 2. Those partners and stakeholders will vary based upon the specific project or issue and may include, but not be limited to: MPO member agencies, including relevant Broward County Government departments (Transit, Planning, Engineering, Aviation and Environmental Management, Port Everglades, etc.) and the Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise, South Florida Regional Transportation Authority (SFRTA) (Tri-Rail), as well as Federal Agencies. This outreach should ensure that stakeholder input is incorporated into the potential transportation plans and projects. The MPO shall ensure robust engagement with planning partners throughout the process to minimize downstream project risks due to unforeseen (undiscovered) community opposition.

SUBTASK 3.6 - EDUCATION & OUTREACH MATERIALS/PUBLICATIONS

Initial Services

The MPO will provide electronic content that identifies the new MPO partnership with the City to provide transportation planning services.

Core Services

All presentations made to the City Commission, City committees, or public outreach meetings whether oral or using media (e.g., PowerPoint), will include an education component to ensure Board and Subcommittee members are provided adequate background and context for the information they are being provided and/or decisions they are being asked to make.

Optional Services

The MPO may create a theme and branding consistent with the City of Fort Lauderdale for Transportation Plans and Projects to produce education and outreach materials and publications that inform the public about the Surtax. The theme and branding would build on branding efforts of the City, County and MPO, and should be included on all materials. Potential materials for the MPO to produce could include, but are not limited to: brochures, fact sheets, informational booklets, rack cards, and flyers. These materials will be branded with the City of Fort Lauderdale logo, website, phone number, and other appropriate information. The MPO may translate any of these materials into Spanish, Creole, or Portuguese upon request by the City. The materials produced should be easily useable by stakeholder partners in their own outreach activities e.g. eblasts, website and newsletters.

SUBTASK 3.7- DIRECT MAILINGS

Optional Services

The MPO may produce and distribute literature to be mailed at key times informing the public of the Transportation Planning and Projects, progress to date, project funding opportunities, and outlining ways to participate in the process. A baseline mailing list for this effort will be provided by the MPO, but the POC should build on this effort to find additional mailing addresses to send the information. The MPO may ensure that the mailing list includes City and County elected officials and transportation agencies. The MPO may be responsible for the development of information, as well as the procuring of the printing and mailing services for this effort. The MPO is prepared to translate this literature into Spanish, Creole or Portuguese as needed.

SUBTASK 3.8 – CITY TRANSPORTATION WEBSITE

Initial Services

The MPO will provide electronic content that identifies the new MPO partnership with the City to provide transportation planning services.

Core Services

The MPO shall be responsible for providing transportation planning specific content and graphics for City website or project specific websites. The POC will be responsible for the continued oversight and management of the City website and will be bound by City policies and procedures.

Optional Services

The MPO may create and host a page(s) on the City's website in support of the Transportation Planning Services. The MPO may be responsible for purchasing a website domain that is easy to print (such as www.MoveFortLauderdale.org) and setting up that website to redirect to a City of Fort Lauderdale website or the Broward MPO website. The MPO may be responsible for providing content and graphics for the webpage.

SUBTASK 3.9 - SOCIAL MEDIA

Initial Services

The MPO, in coordination with the POC, will create a social media campaign to promote the transition of Transportation Planning Services from the City to the MPO.

Core Services

The MPO may use content from others with permission, short videos, pictures, and infographics for limited placement on various City social media platforms, including: Twitter, Facebook, YouTube, and Instagram. The MPO will coordinate with the City's social media team and POC on all transportation planning related opportunities or needs for social media engagement in support of other Tasks. The POC shall provide electronic files with contact information for civic associations and other key groups.

Optional Services

The MPO may produce original content, short videos, pictures, and infographics for

robust placement on various City social media platforms, including: Twitter, Facebook, YouTube, and Instagram.

TASK 4 – DATA, GIS AND MAPS

Initial Services

The MPO will complete a comprehensive review of available City data and GIS resources.

Core Services

The MPO will provide GIS analysis and produce maps as necessary to support other Tasks. All reports, maps, presentations, lists, and work products shall be of high quality and reproducible by the City.

Optional Services

The MPO may collect geographic information system (GIS) data that can be used to support analysis and prepare specialized maps and presentation materials. The MPO may collect, catalog, and map transportation related infrastructure from the project partners and other agencies, including but not limited to existing roads, airports, rail lines, right-of-way, park and ride lots, transit centers/Mobility Hubs/super stops, transit emphasis corridors, intermodal centers, and freight corridors in the region. The latest available aerials may be obtained or purchased by the MPO and included as a GIS layer. The MPO will make maximum use of existing public databases. The MPO may convert or digitize collected data not in electronic format.

The MPO may create an interactive on-line map for public use that summarizes transportation projects, status, funding status, or any other transportation related information such as accident data.

The MPO may create a database to support City data collect, services, etc. and assist in the develop of reports, on-line data input and reports, general mapping, reports, presentations and associated analysis and materials. The MPO may work with the POC to develop methods for electronic sharing and/or access to databases, GIS files, reports, etc. by both the MPO, its member agencies and City.

TASK 5 – CITY TRANSPORTATION PRIORITY PLAN

Initial Services

The MPO will work with the POC, with guidance from the City Commission, through the City Manager, to identify overarching goals, objectives and priorities for the City's transportation system. The MPO will facilitate building consensus around these goals, objectives and priorities through workshops and other means of engagement. The MPO will set up a five-year plan to develop a new transportation masterplan to replace and/or update key City transportation masterplans for roads, transit, bike, pedestrians, and neighborhood road plans, consistent with City Commission direction and consensus goals, objectives and priorities.

Core Services

The MPO will prepare a transportation masterplan for the City. The masterplan will identify specific projects or actions, associated planning level cost estimates, funding options, and schedule for implementation. The transportation masterplan may take several years to complete depending upon time to develop a scope mutually acceptable to the Parties, the level of complexity, time and effort to reach consensus on the various elements, availability of existing information, and support of City Commission. The Masterplan, with minor updates every three years, will reflect the overarching goals, objectives and priorities of the City identified by the POC, with guidance from the City Commission through the City Manager, tempered with input from the public, affected residents, and partner transportation agencies.

The City and MPO will work cooperatively to develop a comprehensive evaluation of existing City transportation conditions. The MPO will develop an annual list of proposed priority projects for consideration during the City's budget process.

Optional Services

Development of additional masterplans for extreme weather/coastal and inland flooding mitigation; freight; greenways; and new and emerging areas such as automobile fleet electrification, car sharing, and automation.

TASK 6 – GRANTS

SUBTASK 6.1 – GRANT MANAGEMENT

Initial Services

The PM will work closely with the POC to identify all active transportation grants. The PM and POC will work to identify those grants both the MPO and City mutually agree to transition to MPO administration. Agreements, modifications to existing grants, and related staff resources necessary to transition the grants to MPO shall be evaluated and a written approach prepared and approved by the MPO and City.

Core Services

To the extent allowed by grant agreements, the MPO will provide all transportation planning related grant management oversight for new grants initiated after the execution of the Agreement or agreed to in writing as part of the grant review performed in this section under Initial Services. MPO grant services includes decision making, reporting, financial oversight, presentations, and communicating with other agencies. The City is responsible for providing necessary support and approvals in a timely fashion to support the MPO's responsibilities in this section. To the extent allowed by grant agreements, any MPO administrative expenses will first be charged against allowable administrative expenses under the grant. To the extent MPO costs exceed the allowable administrative grant expense limit, MPO services will be charged to the Agreement.

SUBTASK 6.2 – SURTAX OVERSIGHT

Core Services

The MPO will provide the transportation planning support for Broward County Transportation Surtax related issues by monitoring opportunities, providing timely advice of available options, recommending City priorities, recommending necessary steps the City must take to pursue Surtax funds, and recommending City Commission actions. The MPO will not provide professional engineering or architectural services, or design, procure, or manage surtax funded projects.

Optional Services

The MPO may develop a project monitoring and reporting process to assist the City in the oversight of Transportation Plans and Projects funded through a variety of funding sources including the Transportation Surtax. Services may include the development of monitoring metrics that can assist in understanding weaknesses in the process and identify potential remedial actions that can be taken with the overall process and/or an individual applicant's project.

The MPO may produce reports, maps, analysis, and other related materials in support of this oversight for the City and can be used for reports to the funding partner, including the Surtax Oversight Board or the County.

The MPO may develop web-based progress reporting for municipal projects.

SUBTASK 6.3 – GRANT WRITING

Core Services

The MPO will identify potential federal, state, county and other funding opportunities to support implementation of masterplan-identified priority projects. The MPO will notify the POC of potential grant opportunities and will assist the City in the preparation of up to three (3) grants applications per year as mutually agreed to by the City's City Manager and MPO's Executive Director.

Optional Services

The City may request the MPO to provide additional grant writing services.

TASK 7 – TRANSIT

Core Services

The MPO will provide transit planning, operational recommendations, and reporting services to the Downtown Fort Lauderdale Transportation Management Association (TMA). Services include coordination with and attendance at TMA Board meetings as shown in Task 2; ensuring compliance with federal, state and county regulations; coordination with Broward County Transit (BCT); National Transit Database reporting; and grant management as per Task 6.

Coordinates with Federal Transit Administration on federal requirements and grants as well as Title VI reporting. MPO staff will assist TMA in preparation of the TMA's annual City budget request. Coordinates with FDOT and BCT on funding opportunities, reporting requirements and adherence to rules and regulations. Explores opportunities to expand or improve transit services within the City and will participate in the development of the City's transportation masterplan identified in Task 5. Identifies capital funding opportunities for replacement vehicles and from time to time assist in the development and specifications for vehicle replacement procurement. Researches available bus purchase options to meet TMA needs.

The MPO will provide transit planning services in support of the transportation masterplan identified in Task 5 and monitor and participate in related transit planning projects within the City limits. Other transit planning services include new and innovative transit opportunities such as "dockless" programs, "on-demand" services, "micro-transit" initiatives, Virgin Rail/FEC corridor, Tri-Rail, BCT, and water trolley.

TASK 8 – OTHER TRANSPORTATION PLANNING SERVICES

Core Services

MPO staff will assist City in development of up to eight (8) transportation management plans per City fiscal year, prorated for partial years, for Special Events within the City.

Optional Services

MPO staff support services may include, but are not limited to, the following general types of support:

- MPO staff support for project planning;
- MPO staff support as project managers;
- Project scoping and cost estimation;
- Access to the MPO's library of general planning consultant (GPC) resources; and
- Other MPO resources, as available.

The City may request the MPO to perform additional transportation planning studies using consultant resources. The MPO services may include scope preparation, negotiation of terms and scope, procurement of firm, project management and other related tasks.

TASK 9 - ENVIRONMENTAL JUSTICE

Core Services

The requirements of Environmental Justice (EJ), as outlined by the Federal Highway Administration, are intended to ensure that the process of transportation planning and services are consistent with the provisions of Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, or national origin. These provisions will be incorporated as appropriate and adhered to throughout the public involvement task of this project.

Optional Services

The MPO has developed evaluation analysis to assist in the evaluation of individual transportation projects or a group of transportation projects to assess potential impacts to traditionally underrepresented populations and consider the comparative impacts of proposed transportation projects on those populations. This analysis can be performed in support of the overall masterplans or on a project by project basis upon the written request of the City.

Exhibit B – Funding

Core Services

The City will pay the MPO annually for “core services,” by City fiscal year, a maximum not-to-exceed amount of \$550,000 based on actual costs for MPO staff as provided below, which maximum not-to-exceed amount will escalate at the rate of 5% per fiscal year with the first annual escalation applied October 1, 2020. The City will transfer to the MPO annually throughout the term of the Agreement an amount not to exceed \$550,000 per fiscal year (as escalated), due and payable on October 15th of each year. The initial prorated payment of \$320,833 for the period from March 1, 2020, through September 30, 2020, is due within 15 days of the complete execution of this Agreement by the Parties.

Initial Services

In addition to the payments referenced in the above paragraph, within 15 days of the complete execution of this Agreement by the Parties, the City will provide a one-time non-refundable payment to the MPO in the amount of \$225,000 for non-recurring “initial services” and start-up costs necessary to complete the Scope of Services (Exhibit A). In the event the Agreement is terminated due to non-appropriation of budget by the City, the “initial services” fund balance, less any encumbrances at the time of the termination notice, shall be utilized by the MPO towards demobilization expenses.

Optional Services

If the City requests the MPO perform “optional services,” the City will transfer to the MPO at least \$50,000 with the first request for optional services. These funds will be managed separately for the sole purpose of funding City initiated requests for “optional services” and the MPO will charge actual costs against those funds for any “optional services” provided. The City may deposit additional funds with the MPO, in increments not less than \$10,000, for “optional services” at any time.

Termination

In the event the Agreement is terminated by either party, MPO shall be paid for services provided and actual costs incurred through the effective date of the termination, the amount due to the MPO for the year in which the termination is effectuated shall be pro-rated through the effective date of termination, and any funds paid by the City in excess of the amount due the MPO shall be refunded by the MPO to the City within ninety (90) days after the effective date of the termination.

Invoices

The City and MPO will work cooperatively to develop an invoice format acceptable to both Parties to document actual costs. Invoices submitted by the MPO must be reviewed by the City and, within thirty (30) days after submittal by the MPO, the City shall notify the MPO, in writing, as to whether the invoice is accepted by the City. If not accepted, the City’s notice shall identify the specific issues to be corrected. The MPO will correct, revise, and resubmit the invoice to the City for further review. The MPO may invoice the City as often as it deems appropriate, but no more frequently than once per month.

The Parties will each maintain a running balance of all payments to the MPO and MPO invoices submitted to the City. In no case shall the MPO provide any services, regardless of Scope or other terms of this Agreement, when funds are not available in the MPO’s account at the time the services are performed, or the services would exceed the annual budget.

Actual costs shall include: MPO staff charges are defined as timesheet-based hours of work not to exceed 40 hours per week per employee by MPO employees working on the Transportation Planning Services. Salaries of MPO staff performing work under this Agreement will be actual salaries, as adjusted from time to time consistent with the MPO compensation policies as may be approved by the MPO Board for the entire organization. MPO overhead charges are defined as staff charges multiplied by 0.5, and include indirect expenses such as taxes, building rents, employee benefits, and office supplies for MPO employees performing services pursuant to this Agreement.

MPO direct expenses may include: IT equipment and services, travel charges defined to include the cost of training, travel, conferences, and mileage reimbursement. The mileage reimbursement rate shall not exceed the MPO approved rates.

Third party charges are defined as any actual expense charged to a City of Fort Lauderdale project that was provided by someone other than the MPO, consistent with MPO policies.

Exhibit C - Insurance

The MPO is governed by Florida Statute 768.28 for auto and general liability purposes and as such, is limited to the statutory cap of \$200,000 per person and \$300,000 per occurrence. The insurance requirements listed below are in no way a waiver of sovereign immunity by the MPO.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the MPO, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the MPO. The MPO shall provide the City a certificate of insurance evidencing such coverage. The MPO's insurance coverage shall be primary insurance for all applicable policies, except where MPO's independent contractors and subcontractors insurance is primary. The limits of the MPO's liability and obligations under this Agreement remain subject to the requirements of Florida Statute 768.28. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City and the MPO, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the MPO for assessing the extent or determining appropriate types and limits of coverage to protect the MPO against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the MPO under this Agreement. The liabilities and obligations assumed by the MPO under this Agreement are subject to the requirements of Florida Statute 768.28.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$3,000,000 each occurrence and \$3,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$3,000,000 each occurrence and \$3,000,000 aggregate for Products and Completed Operations

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the MPO. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

MPO must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the MPO does not own vehicles, the MPO shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The MPO waives, and the MPO shall ensure that the MPO's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Insurance Certificate Requirements

- a. The MPO shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The MPO shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the MPO to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the MPO shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability and auto liability policies.
- g. The City shall be granted a Waiver of Subrogation on Workers' Compensation insurance policies.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The MPO has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the MPO's expense.

If the MPO's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the MPO may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The MPO's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers, except where MPO's independent contractors and subcontractors insurance is primary. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the MPO that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, MPO must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of MPO's insurance policies.

The MPO shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the MPO's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the MPO's responsibility to ensure that any and all of the MPO's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Subject to Florida Statute 768.28, any and all deficiencies are the responsibility of the MPO.