

Exhibit O



Return recorded document to:
Sharon L. Cruz, Deputy County Attorney
Office of the County Attorney
115 S. Andrews Avenue, Room 423
Ft. Lauderdale, FL 33301

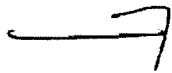
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COMPLIATION
BROWARD COUNTY
DEPUTY CLERK 1016

Document prepared by:
Sharon L. Cruz, Deputy County Attorney
Office of the County Attorney
115 S. Andrews Avenue, Room 423
Ft. Lauderdale, FL 33301

INTERLOCAL AGREEMENT FOR CREATION
OF THE BROWARD COUNTY METROPOLITAN
PLANNING ORGANIZATION

AMONG

FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BROWARD;
the TRI-COUNTY COMMUTER RAIL AUTHORITY, the CITY(IES) OF CORAL
SPRINGS, DAVIE, FORT LAUDERDALE, HOLLYWOOD, LAUDERHILL,
MARGATE, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SUNRISE,
TAMARAC, COOPER CITY, DEERFIELD BEACH, HALLANDALE BEACH,
LAUDERDALE LAKES, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK
AND PARKLAND; THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
and the BROWARD COUNTY LEAGUE OF CITIES.



Approved 8/31/99 #71B
Submitted By Co. Attorney Office
RETURN TO DOCUMENT CONTROL

38
W/c

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

FORM 525-010-01
POLICY PLANNING
O.C. - 05/98
Page 1 of 34

THIS INTERLOCAL AGREEMENT is made and entered into this 7th day of March, ~~1999~~²⁰⁰⁰, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BROWARD; the TRI-COUNTY COMMUTER RAIL AUTHORITY, the CITY(IES) OF CORAL SPRINGS, DAVIE, FORT LAUDERDALE, HOLLYWOOD, LAUDERHILL, MARGATE, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SUNRISE, TAMARAC, COOPER CITY, DEERFIELD BEACH, HALLANDALE, LAUDERDALE LAKES, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK AND PARKLAND; the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA and the BROWARD COUNTY LEAGUE OF CITIES.

RECITALS:

WHEREAS, the Federal Government, under the authority of 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303], requires that each metropolitan area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and stipulates that the State and the metropolitan planning organization shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning;

WHEREAS, the parties of this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, 23 USC Section 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, 49 USC Section 5303, 23 CFR Section 450.306, and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 USC Section 134(b), 49 USC Section 5303, 23 CFR Section 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population in the metropolitan area to designate a metropolitan planning organization;

WHEREAS, Section 339.175, Florida Statutes, has been amended to allow chartered counties with over 1 million population to elect to reapportion its MPO membership provided that the MPO approved the reapportionment plan by a 3/4 vote of its membership, the MPO and the charter county determine that the reapportionment plan is needed to fulfill specific goals and policies applicable to that metropolitan planning area and the charter county determines that the reapportionment plan otherwise complies with all federal requirements pertaining to MPO membership; and

WHEREAS, the above requirements have been met by the Broward County MPO and the Broward County Board of County Commissioners; and

WHEREAS, pursuant to 23 CFR Section 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated for membership on the MPO;

WHEREAS, the interlocal agreement is required to create the metropolitan planning organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent

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with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE I RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

"Agreement" means and refers to this instrument, as amended from time to time.

"Department" shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

"FHWA" means and refers to the Federal Highway Administration.

"FTA" means and refers to the Federal Transit Administration.

"Long Range Transportation Plan" is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

"Metropolitan Area" means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the MPO.

"MPO" means and refers to the metropolitan planning organization formed pursuant to this Agreement.

"Transportation Improvement Program (TIP)" is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans adopted pursuant to Section 163.3161, *et seq.*, Florida Statutes; and an indication of how improvements are consistent, to the maximum extent facilities, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, all as required by 23 USC Section 134(h), 23 CFR Section 450.324, Section 339.175(7), Florida Statutes.

"Unified Planning Work Program (UPWP)" is the annual plan developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR Section 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2
PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the MPO:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area,

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; 23 CFR, Parts 420 and 450 and 49 CFR Part 613, Subpart A; and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The long range transportation plan;
- (b) The transportation improvement program;
- (c) The unified planning work program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection as necessary and appropriate by mutual agreement; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with FDOT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management

of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this metropolitan planning organization shall be the BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the MPO responsible for cooperative decision-making of actions taken by the MPO. The Governing Board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.04. Submission of proceedings: Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a member of the metropolitan planning organization as is requested. Charges to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal funding agencies (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

ARTICLE 4 COMPOSITION: MEMBERSHIP: TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the MPO shall consist of nineteen (19) voting representatives and one (1) non-voting representative. The names of the member local governmental entities and the voting apportionment of the governing board shall be as follows:

Three (3) voting members shall be Broward County Commissioners. One (1) voting member shall be a Broward County Commissioner who is a member of the Tri-County Commuter Rail Authority. Thirteen (13) voting members shall be municipal representatives. For the purpose of determining municipal representation on the MPO, Broward County has been divided into eight (8) municipal districts. In accordance with the plan, the two (2) most populous municipalities in Districts 1, 5 and 6, as designated on Table 1, shall each appoint one (1) of its generally elected officials to be the voting representative for the districts. In Districts 2, 3, and 7 the most populous municipality in each district, as designated on Table 1 shall appoint one (1) of its generally elected officials to be the voting representative for the district. In District 4 and 8 the municipalities of Fort Lauderdale and Hollywood shall

designate two (2) voting representatives each to be district representatives. The next most populous municipality in each district as designated on Table 1 shall appoint a generally elected official to serve as an alternate voting representative for that district, to the MPO. The Broward County League of Cities shall designate one (1) voting member who shall be an elected official from a municipality which does not have a voting member on the MPO. The School Board of Broward County, Florida shall designate two (2) generally elected officials, one (1) as the voting representative and one (1) as the alternate representative to the MPO. The procedures for determining when the alternate may vote shall be provided for in the written rules adopted by the MPO pursuant to this Agreement. FDOT shall be a non-voting member. The MPO membership is set forth on Table 2.

(b) In July of each year, the MPO shall review the population figures for each municipal district based upon the annual population figures provided by the University of Florida. Based upon an increase in population as demonstrated by the population figures provided by the University of Florida, the MPO shall amend Table 1, effective the following October 1st, and request the two most populous municipalities within Districts 1, 5, and 6 and the most populous municipality within Districts 2, 3 and 7 to designate a district representative. The municipality with the next highest population within that municipal district shall appoint a generally elected official to serve as an alternate voting representative for that district.

(c) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty (60) days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. Except as otherwise provided in Sec. 401(b) above, the term of office of members of the MPO shall be four (4) years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four (4) year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(5)(h), Florida Statutes, the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
 - (b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;
 - (c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
 - (d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;
 - (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and
-

regulations; and]

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(5)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(5)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(8), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Part 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(9)(a), Florida Statutes, the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(j) Prepare a congestion management system for the metropolitan area;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

(l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection as necessary and appropriate by mutual agreement;

(m) Perform such other tasks presently or hereafter required by state or federal law;

(n) Execute certifications and agreements necessary to comply with state or federal law; and

(o) Adopt operating rules and procedures.

ARTICLE 6
FUNDING, INVENTORY REPORT, RECORD-KEEPING

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Section 6.01. Funding. The Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18d, Subpart C, 49 CFR Section 18.42, and Chapter 119, Florida Statutes.

ARTICLE 7
MISCELLANEOUS PROVISION

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration: withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than five years after the effective date of this Agreement and at least every five (5) years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five (5) years by the Governor, this Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least ninety (90) days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR Section 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory

to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Director of Planning & Programs
Florida Department of Transportation (FDOT) District IV
3400 W. Commercial Boulevard
Ft. Lauderdale, FL 33309-3421

Broward County Board of County Commissioners, Chair
Broward County
115 South Andrews Avenue, Room 421
Ft. Lauderdale, FL 33301

Executive Director
Tri-County Commuter Rail Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064

President
Broward County League of Cities
115 South Andrews Avenue, Rm. 122
Ft. Lauderdale, FL 33301

City Manager
City of Coral Springs
9551 W Sample Road
Coral Springs, FL 33065

Town Manager
Town of Davie
6591 SW 45 Street
Davie, FL 33314-3399

City Manager
City of Fort Lauderdale
P. O. Drawer 14250
Ft. Lauderdale, FL 33302

City Manager
City of Hollywood
P. O. Box 229045
Hollywood, FL 33022-9045

City Manager
City of Lauderhill
2000 City Hall Drive
Lauderhill, FL 33313

City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

City Manager
City of Pembroke Pines
10100 Pines Blvd
Pembroke Pines, FL 33026-3900

City Manager
City of Plantation
400 NW 73 Avenue
Plantation, FL 33317

City Manager
City of Pompano Beach
P. O. Box 1300
Pompano Beach, FL 33061

City Manager
City of Sunrise
10770 W Oakland Park Blvd, 4th Floor
Sunrise, FL 33351

City Manager
City of Tamarac
7525 NW 88 Avenue
Tamarac, FL 33321

City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

City Manager

City Manager

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City of Deerfield Beach
 150 NE 2 Avenue
 Deerfield Beach, FL 33441

City of Hallandale
 400 S. Federal Highway
 Hallandale, FL 33009

City Manager
 City of Lauderdale Lakes
 4300 NW 36 Street
 Lauderdale Lakes, FL 33319

City Manager
 City of Miramar
 6700 Miramar Parkway
 Miramar, FL 33023

City Manager
 City of North Lauderdale
 701 SW 71 Avenue
 North Lauderdale, FL 33068-2395

City Manager
 City of Oakland Park
 3650 NE 12 Avenue
 Oakland Park, FL 33334

City Manager
 City of Parkland
 6500 Parkside Dr
 Parkland, FL 33067

Superintendent
 School Board of Broward County
 600 SE 3rd Avenue
 Ft. Lauderdale, FL 33301

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date. Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. Broward County hereby agrees to record this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Interlocal Agreement on the respective dates under each signature: the FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its _____, duly authorized to execute same; BROWARD COUNTY through its BOARD of COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 31st day of August, 1998, the TRI-COMMUTER RAIL AUTHORITY signing by and through its Acting Chair, duly authorized to execute same; the CITY OF CORAL SPRINGS, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the TOWN OF DAVIE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF FORT LAUDERDALE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF HOLLYWOOD, signing by and through its Mayor and City Manager, duly authorized to execute same; the CITY OF LAUDERHILL, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF MARGATE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF PEMBROKE PINES, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF PLANTATION, signing by and through its Mayor, duly authorized to execute same; the CITY OF POMPANO BEACH, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF SUNRISE, signing by and through its Mayor and City Manager, duly authorized to execute same; the CITY OF TAMARAC, signing by and through its Mayor and City Manager, duly authorized to execute same; the CITY OF COOPER CITY, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF DEERFIELD BEACH, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF HALLANDALE BEACH, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF LAUDERDALE LAKES, signing by and through its Mayor, duly authorized to execute same; the CITY OF MIRAMAR, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF NORTH LAUDERDALE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF OAKLAND PARK, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF PARKLAND, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, signing by and through its Chairperson, duly authorized to execute same; and the BROWARD COUNTY LEAGUE OF CITIES, signing by and through its President, duly authorized to execute same.

Signed, Sealed and Delivered in the presence of:

[Every member of the MPO shall sign this Agreement with the appropriate witnesses]

OR BR 30444 PG 1288

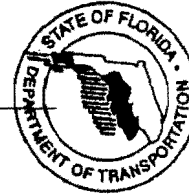
DEPARTMENT

ATTEST:

FLORIDA DEPARTMENT OF
TRANSPORTATION

Maria Botney

By [Signature]



18 day of OCTOBER, 1999

APPROVED AS TO FORM:

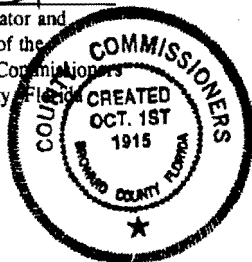
By [Signature]
Attorney for FDOT

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

R. Hall
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida



By *[Signature]* Chair
18th day of April, 2000

Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By *[Signature]*
Sharon L. Cruz
Deputy County Attorney

TRI-COUNTY COMMUTER RAIL AUTHORITY

ATTEST:

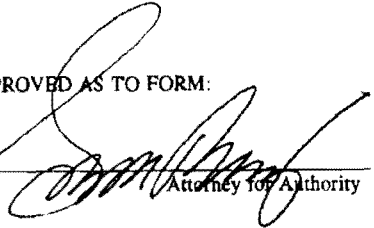

Linda Bohlinger
Executive Director

TRI-COUNTY COMMUTER RAIL
AUTHORITY

By Wanda H. Usher
Title: Acting Chair

____ day of _____, 19____

APPROVED AS TO FORM:

By 
Attorney for Authority



CITIES

CITY OF CORAL SPRINGS, FLORIDA

John Sommerer

JOHN SOMMERER, Mayor

30th day of September, 1999

ATTEST:

Peter M.J. Richardson

PETER M.J. RICHARDSON, CMC, City Clerk

APPROVED AS TO FORM:

Rafaela Hensio-Federigam

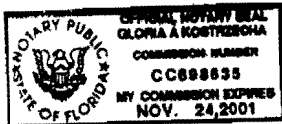
Assistant City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this, the 30th day of September, 1999, by Peter M.J. Richardson, CMC and John Sommerer, City Clerk and Mayor, respectively.

Alain A. Kostuch

Notary Public, State of Florida



Printed, typed or stamped name of Notary Public exactly as commissioned
individuals who signed are personally known:
no identification produced;

WITNESSES:

Sheila Preston

TOWN OF DAVIE

By [Signature]
Mayor-Commissioner

Janet J. Hale

1st day of SEPTEMBER, 1999

ATTEST:

[Signature] City Clerk

[Signature] Town Administrator -
1st day of SEPTEMBER, 1999

APPROVED AS TO FORM:

By [Signature]
Town Attorney

WITNESSES:

CITY OF FORT LAUDERDALE

Sheri Roberts

By [Signature]
Mayor-Commissioner

Yvonne Brackett Buck 22 day of December, 1999

ATTEST:

[Signature]
City Clerk

[Signature]
City Manager
22 day of December, 1999

APPROVED AS TO FORM:

By [Signature]
Asst. City Attorney



WITNESSES:
~~_____~~
~~_____~~

CITY OF HOLLYWOOD

By *Mara Giuliani*
MARA GIULIANTI, Mayor

12 day of October, 19 99

ATTEST:
Patricia King
City Clerk

Samuel A. Pinz
SAMUEL A. PINZ, City Manager
CDL DRG
day of _____, 19 _____

~~APPROVED AS TO FORM:~~

By ~~_____~~
City Attorney

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY: *Daniel L. Abbott*
DANIEL L. ABBOTT
CITY ATTORNEY

WITNESSES:

CITY OF LAUDERHILL

Andre M. Anderson

By [Signature]
Mayor

[Signature]

29 day of September, 1999

ATTEST:

[Signature]
City Clerk

29 day of September, 1999

APPROVED AS TO FORM:

By W. En Hall
City Attorney

APPROVED BY RESOLUTION NO. 8770 - 4/7/99
CITY OF MARGATE

WITNESSES:

Paul Grossman

By Arlene R. Schwartz
Arlene R. Schwartz, Mayor-~~Commissioner~~

Caree DiLorenzo

22nd day of November, 19 99

ATTEST:

Debra Thomas
Debra Thomas, City Clerk

Leonard B. Golub
Leonard B. Golub, City Manager

22nd day of November, 19 99

APPROVED AS TO FORM:

By Eugene M. Steinfeld
Eugene M. Steinfeld, City Attorney

WITNESSES:

CITY OF PEMBROKE PINES

Patricia Atkinson
PATRICIA ATKINSON

By Alex G. Fekete
Alex G. Fekete Mayor-Commissioner

Marie DiKiello
MARIE DIKIELLO

9 day of September, 1999

ATTEST:

Eileen M. Tash
Eileen M. Tash City Clerk

Charles F. Dodge
Charles F. Dodge City Manager

9 day of September, 1999

APPROVED AS TO FORM:

By Samuel S. Goren 9/1/99
Samuel S. Goren City Attorney

WITNESSES:

CITY OF PLANTATION

Susan Stalley

By Joe Esposito
Mayor

Patricia A. Howe

4 day of October, 1999

ATTEST:

Sharon Means
City Clerk

APPROVED AS TO FORM:

By Donald Perry
City Attorney



WITNESSES:

CITY OF POMPANO BEACH

Richard Hammond

By E. Pat Larkins
E. Pat Larkins, Mayor-Commissioner

Shelley J. Bartholomew 21st day of December, 1999

ATTEST:

Mary R. Clark
M. Chambers, City Clerk

William Hargett, Jr.
C. William Hargett, Jr., City Manager

21st day of December, 1999

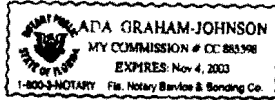
APPROVED AS TO FORM:

By Gordon B. Linn
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of December, 1999, by **E. PAT LARKINS**, as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



Ada Graham-Johnson

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

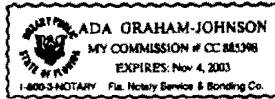
Ada Graham-Johnson
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of December, 1999, by **C. WILLIAM HARGETT, JR.**, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



Ada Graham-Johnson

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

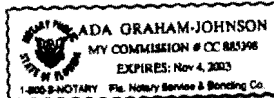
Ada Graham-Johnson
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of December, 1999, by **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



Ada Graham-Johnson

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

Ada Graham-Johnson
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

WITNESSES:

CITY OF SUNRISE

Linda Kimstead

By Steve B. Lee
Mayor

Lorena McLeod

21st day of September, 1999

ATTEST.

Mary Lee
City Clerk

21st day of September, 1999

APPROVED AS TO FORM:

By Jeffrey A. Lee
City Attorney

WITNESSES:

CITY OF TAMARAC

Barbara Quinn

By Joe Schreiber
Mayor-Commissioner

Miriam Swenor

28 day of September, 1999

ATTEST:

Carol Goad
City Clerk

for Jeffrey L. Miller
City Manager

27 day of September, 1999

APPROVED AS TO FORM:

By [Signature]
City Attorney

WITNESSES:

CITY OF COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 19__

ATTEST:

City Clerk

City Manager

____ day of _____, 19__

APPROVED AS TO FORM:

By _____

City Attorney

WITNESSES:

CITY OF DEERFIELD BEACH

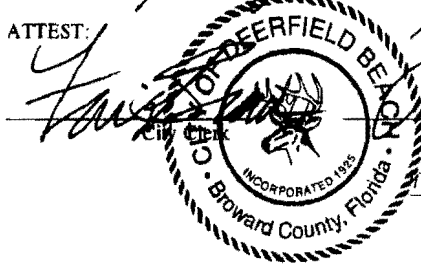
Shirley R. Ingman

By [Signature]
Mayor-Commissioner

Debra A. Koway

7 day of March, 192000

ATTEST:



[Signature]
City Clerk

[Signature]
City Manager
day of March, 192000

APPROVED AS TO FORM:

By [Signature]
City Attorney

WITNESSES:

CITY OF HALLANDALE

Sandra J. Thom

By [Signature]
Mayor-Commissioner

Sandra A. Sewell

27 day of August, 1999

ATTEST:

[Signature]
City Clerk

[Signature]
City Manager

27 day of August, 1999

APPROVED AS TO FORM:

By [Signature]
City Attorney

WITNESSES:

CITY OF LAUDERDALE LAKES

Christine French

By Samuel Brown
Mayor-Commissioner

Sandra L. Brown

5 day of October, 1999

ATTEST:

Parvula L. Lee
City Clerk

Sharon D. Howard
City Manager

5 day of October, 1999

APPROVED AS TO FORM:

By ROA
City Attorney



WITNESSES:

Susan Becker

Barbara Gray

CITY OF MIRAMAR

By William J. Estabrook
William J. Estabrook, City Manager

6 day of October, 19 99

ATTEST:

Debra A. Walker
Debra A. Walker, City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney
Weiss Serota Helfman Pastoriza &
Guedes, P.A.

WITNESSES:

Bruce Frankel

Leo Higgins

ATTEST:

C. Willie Unger
City Clerk



CITY OF NORTH LAUDERDALE

By Jack Brady
Mayor-Commissioner

23 day of Sept, 1999

W. J. Pearson
City Manager

23 day of Sept, 1999

APPROVED AS TO FORM:

By Samuel A. Hill 9/21/99
City Attorney

WITNESSES:

CITY OF OAKLAND PARK

Beth Eisenberg

By [Signature]
Robert H. Joynt, Mayor-Commissioner

Miriam Tisser

6 day of October, 1999

ATTEST:

Carol Landau
City Clerk

Bonilyn Wilbanks-Free
Bonilyn Wilbanks-Free, City Manager

12 day of October, 1999

APPROVED AS TO FORM:

By [Signature]
Russell White, City Attorney

RESOLUTION NO. 2000-10
EXHIBIT "A"

WITNESSES:

CITY OF PARKLAND

Andrea Couzzo

By *Sal Pagliara*
Mayor, Commissioner
Sal Pagliara

Rachel Weiner

6 day of March, 2000

ATTEST:

Helen Lynott
Helen Lynott
City Clerk

Harry J. Mertz
Harry J. Mertz City Manager

6 day of March, 2000

APPROVED AS TO FORM:

Andrew Maurodis
By Andrew Maurodis City Attorney



SCHOOL BOARD

Witnesses:

Ellen Ruth McKnight

Ann J. Clares

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: Lois Wexler

Lois Wexler, Chairperson

Attest: Franklin L. Till, Jr.

Franklin L. Till, Jr.
Superintendent of Schools
(540)

Edward J. Marko
Approved as to form by
Edward J. Marko, School Board Attorney

LEAGUE OF CITIES

THE BROWARD COUNTY LEAGUE OF CITIES

Witnesses:
[Signature]
[Signature]

By: *[Signature]*
President

Attest: *[Signature]*
Secretary

(Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of December, 1999, by MAUREEN BERK and Gwendolyn A. CLARKE-REED, who are personally known to me.

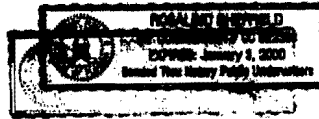
(Seal)

NOTARY PUBLIC:

[Signature]

Name printed:
Commission #:

My Commission Expires:



SLC/wp
8/2/99
#2mposig.mis
99-128

TABLE 1

1999 MUNICIPAL REPRESENTATION
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

District	Municipal District Cities	Representative(s)	Alternate
1	Coral Springs Parkland Tamarac	Coral Springs Tamarac	Parkland
2	Coconut Creek Deerfield Beach Margate	Margate	Deerfield Beach
3	Hillsboro Beach Lauderdale-by-the Sea Lighthouse Point North Lauderdale Pompano Beach Sea Ranch Lakes	Pompano Beach	North Lauderdale
4	Fort Lauderdale Lazy Lakes Oakland Park Wilton Manors	Fort Lauderdale (2 representatives)	Oakland Park
5	Lauderdale Lakes Lauderhill Sunrise Weston	Sunrise Lauderhill	Lauderdale Lakes
6	Cooper City Davie Plantation	Plantation Davie	Cooper City
7	Miramar Pembroke Park Pembroke Pines	Pembroke Pines	Miramar
8	Dania Hallandale Hollywood	Hollywood (2 representatives)	Hallandale

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR CREATION
OF THE BROWARD COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Among

FLORIDA DEPARTMENT OF TRANSPORTATION [non-voting member]; the COUNTY OF BROWARD, the ~~TRI-COUNTY COMMUTER RAIL AUTHORITY~~ SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, the CITY(IES) OF CORAL SPRINGS, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HOLLYWOOD, LAUDERHILL, MIRAMAR, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SUNRISE, TAMARAC AND WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA [voting members] AND the CITY(IES) OF COCONUT CREEK, COOPER CITY, DANIA BEACH, HALLANDALE BEACH, HILLSBORO BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, SEA RANCH LAKES, SOUTHWEST RANCHES, WEST PARK AND WILTON MANORS [alternate members] and the ~~BROWARD LEAGUE OF CITIES~~.

This Second Amendment to the Interlocal Agreement, entered into by and among the Parties.

WITNESSETH

WHEREAS, the Town of West Park became an incorporated municipality on March 1, 2005; and

WHEREAS, the Tri-County Rail Authority has become the South Florida Regional Transportation Authority; and

WHEREAS, the Broward League of Cities was removed from membership during the 2003/2004 reapportionment of the BCMPO; and

WHEREAS, the parties to this Interlocal Agreement wish to amend this Interlocal Agreement accordingly,

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants hereinafter set forth, agree as follows:

1. Town of West Park is hereby added as an Alternate Member of the BCMPO in District 5 and Table 1 is revised accordingly.

Approved BCC 9-12-06 # 44

Submitted By County Attorney (49)

RETURN TO DOCUMENT CONTROL

2. Broward League of Cities is hereby removed as a voting member of the BCMPO in accordance with the 2003/2004 reapportionment and Table 2 is revised accordingly.
3. Section 7.04, Notices is hereby amended as follows to delete the addresses of parties to the Interlocal Agreement and to create Table 3 to provide for such addresses:

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows: set forth within Table 3.

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

4. Except as amended herein all other terms and conditions of the Interlocal Agreement recorded in OR Book 30444, Page 1278 and the Addendum to the Interlocal Agreement shall remain in full force and effect.
5. This Second Amendment shall become effective upon its filing in the public records of Broward County. (Pursuant to Section 3.06 of the Charter of Broward County all duties prescribed by the Constitution and the Laws of Florida for the Office of Clerk of the Circuit Court relating to the duties as custodian of public documents have been transferred to the Department of Finance and Administrative Services.)
6. Broward County hereby agrees to record this Second Amendment in the public records of Broward County.

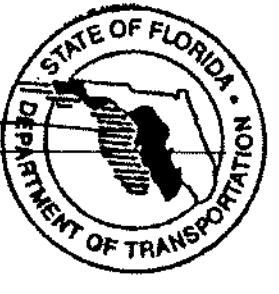
**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

DEPARTMENT

ATTEST:

FLORIDA DEPARTMENT OF
TRANSPORTATION

Mania Estro

By [Signature] 

19th day of Sept., 20 05

APPROVED AS TO FORM:

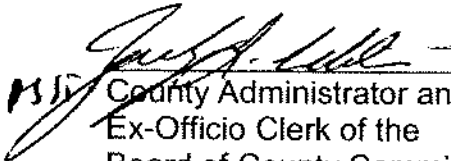
By [Signature]
Attorney for FDOT

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

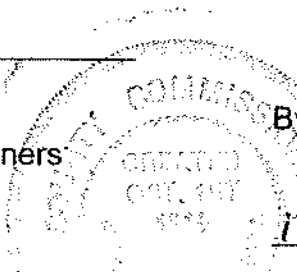
COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida



By 

Mayor

17th day of September, 2006

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

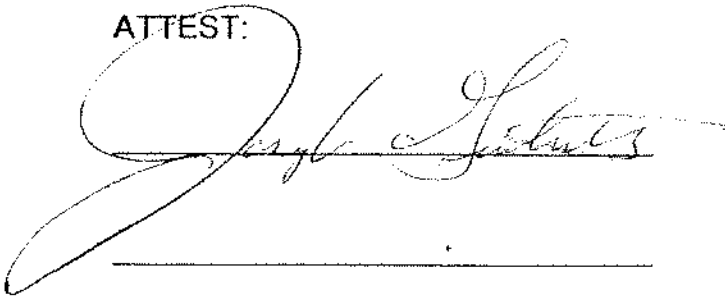
By 

Assistant County Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ATTEST:

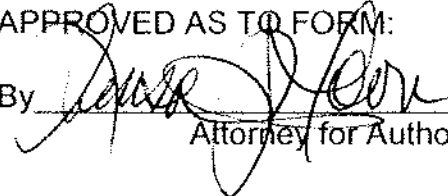


SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By 
Title: CHAIR

16 day of May, 2006

APPROVED AS TO FORM:

By 
Attorney for Authority

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

CITIES

WITNESSES:

[Signature]

CITY OF CORAL SPRINGS

By *S.R. Priest Jones*
Mayor-Commissioner

3rd day of January, 2006

ATTEST:

[Signature]

City Clerk

[Signature]
City Manager

5 day of Jan., 2006

APPROVED AS TO FORM:

By *[Signature]*
City Attorney



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Skala Preston

Janet Dale

ATTEST:

Lucille Murray
City Clerk

TOWN OF DAVIE

By [Signature]
Mayor-Commissioner

3rd day of May, 2006

[Signature]
Town Manager

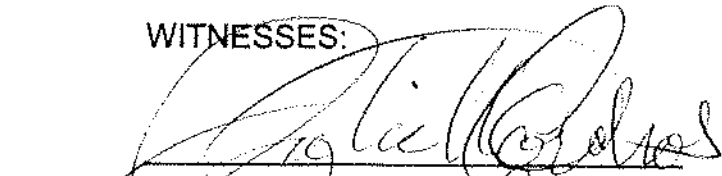
3rd day of May, 2006

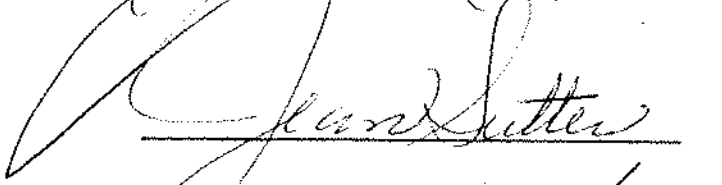
APPROVED AS TO FORM:

By [Signature]
Town Attorney

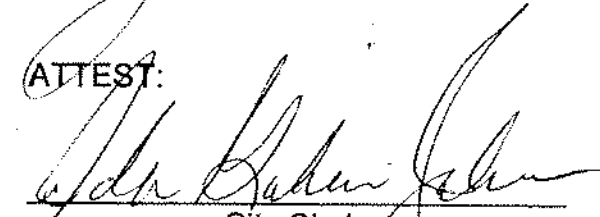
SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:



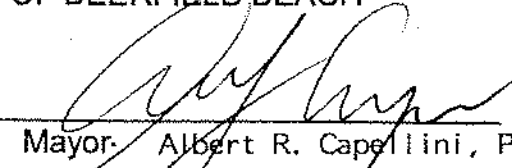


ATTEST:



City Clerk
Ada Graham-Johnson, OIC

CITY OF DEERFIELD BEACH

By 

Mayor Albert R. Capellini, P.E.


13th day of September, 2005



Larry Deetjen, City Manager

13th day of September, 2005

APPROVED AS TO FORM:

By 

Andrew S. Maurodis, City Attorney

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 13th day of September, 2005 by **ALBERT R. CAPELLINI** as Mayor of the City of Deerfield Beach, Florida a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



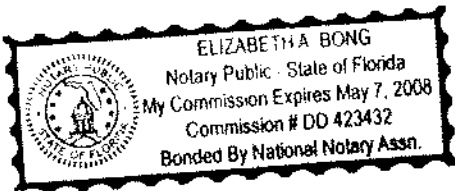
Elizabeth A. Bong
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Elizabeth A. Bong
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 13th day of September, 2005 by **LARRY DEETJEN** as City Manager of the City of Deerfield Beach, Florida a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



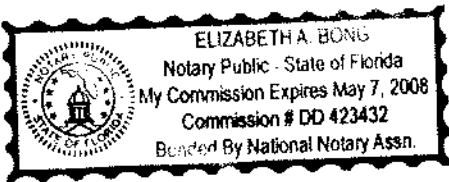
Elizabeth A. Bong
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Elizabeth A. Bong
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 13th day of September, 2005 by **ADA GRAHAM-JOHNSON** as City Clerk of the City of Deerfield Beach, Florida a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Elizabeth A. Bong
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Elizabeth A. Bong
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Safied B. Ali

K. Skomel

CITY OF FORT LAUDERDALE

By [Signature]
Mayor-Commissioner

22 day of June, 2006

ATTEST:

Gonda K. Joseph
City Clerk

[Signature]
City Manager

21 day of June, 2006

APPROVED AS TO FORM:

By Stewart P. Miller
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

CITY OF HOLLYWOOD

By *Mara Giuliani*
MARA GIULIANTI - Mayor

17th day of November, 2005

ATTEST:

Patricia A. Cerny
PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED:

Cameron D. Benson
CAMERON D. BENSON, CITY MANAGER

22 day of November, 2005

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

Daniel L. Abbott *DL*
DANIEL L. ABBOTT, CITY ATTORNEY

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Andrew M. Andrew

CITY OF LAUDERHILL

By Charles Faranda

Charles Faranda, City Manager

[Signature]

7 day of October, 2002

ATTEST:

Judith Higgins
City Clerk

APPROVED AS TO FORM:

By W. E. Hall
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Wendie Gibbs
Denise Gibbs

CITY OF MIRAMAR

Alcia Allen
Alcia Allen

ATTEST:

Yvette M. McLeary
City Clerk

[Signature]
City Manager

16 day of November, 2005

APPROVED AS TO FORM:

By [Signature]
City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Patricia Anderson

Susan W. Stone

CITY OF PEMBROKE PINES

By Frank C. Ortis
Frank C. Ortis, Mayor

2 day of November, 2005

ATTEST:

Judith A. Nuegent
Judith A. Nuegent, City Clerk

Charles F. Dodge
Charles F. Dodge, City Manager

2 day of November, 2005

APPROVED AS TO FORM:

By Julie Kalin 10/19/05
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Pamela Lietzke

Levenia Laclauskas

CITY OF PLANTATION

By [Signature]
Mayor

23rd day of September, 2005

ATTEST:

[Signature]
City Clerk

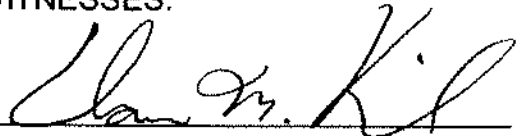
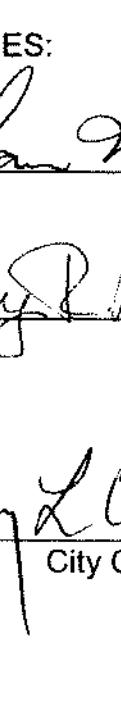
APPROVED AS TO FORM:

By [Signature]
City Attorney

Mary L. Chambers, CMC
City Clerk
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

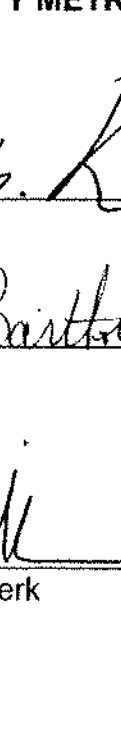



CITY OF POMPANO BEACH

By 
Mayor-Commissioner

16 day of September, 2005


ATTEST:


City Clerk


City Manager

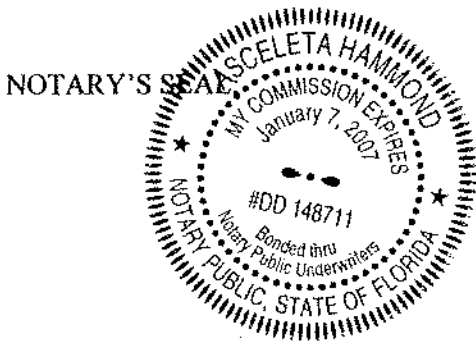
16 day of September, 2005

APPROVED AS TO FORM:

By 
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2005 by **JOHN C. RAYSON**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

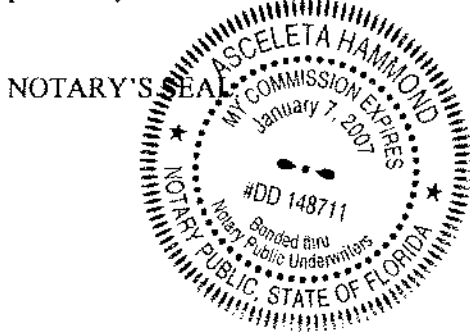
Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2005 by **C. WILLIAM HARGETT, JR.**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2005 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

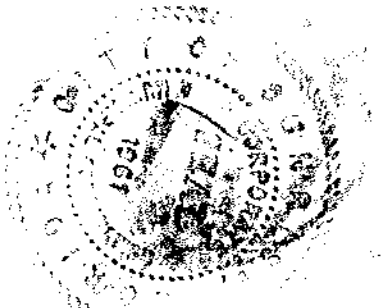
Asceleta Hammond


(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CRATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

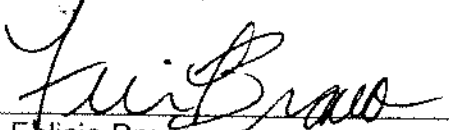
CITY OF SUNRISE



By: 
Steven B. Feren, Mayor

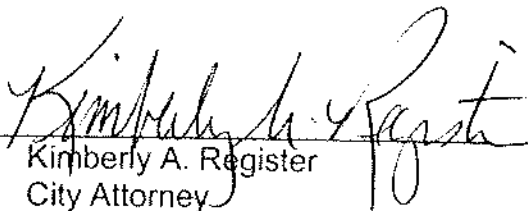
19th day of December, 2005.

AUTHENTICATION:

By: 
Felicia Bravo
City Clerk

(SEAL)

Approved as to form and legal sufficiency
By the Office of the City Attorney
City of Sunrise, Florida
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: 
Kimberly A. Register
City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Patricia J. Tergel
Lillian Labov

CITY OF TAMARAC

By *Joe Schreiber*
Mayor-Commissioner

29th day of September, 2005

ATTEST:

Marianne Svenson
City Clerk

Tiffany L. Miller
City Manager

29th day of September, 2005

APPROVED AS TO FORM:

By *Julie Blahut*
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

CITY OF WESTON

Patricia A. Bates

By [Signature]
Mayor-Commissioner

[Signature]

21ST day of October, 2005

ATTEST:

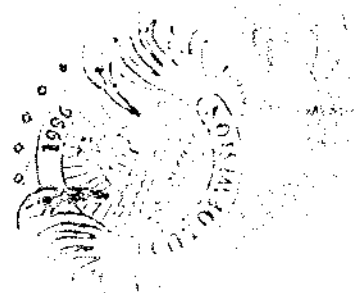
Patricia A. Bates
City Clerk

[Signature]
City Manager

21ST day of October, 2005

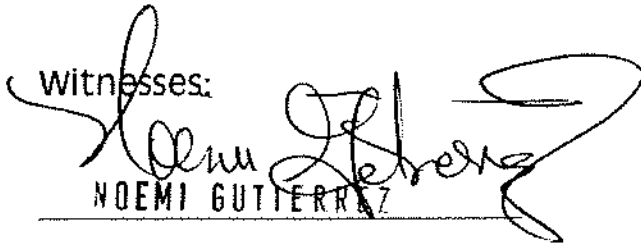
APPROVED AS TO FORM:

By [Signature]
City Attorney



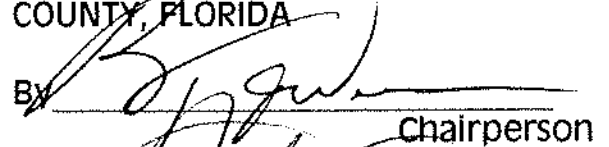
SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

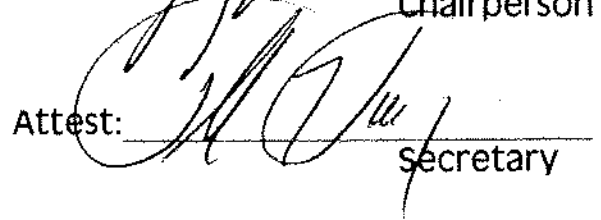
SCHOOL BOARD

Witnesses:

NOEMI GUTIERREZ

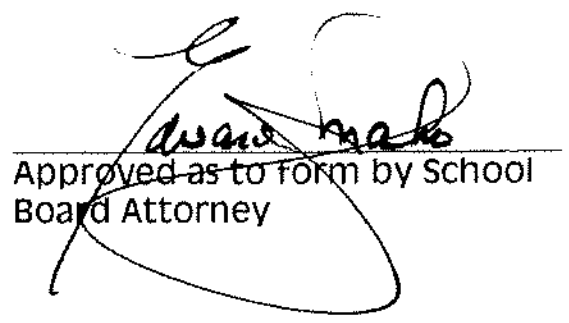

DELORES BURRELL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By 
Chairperson

Attest: 
Secretary

(Seal)


Approved as to form by School Board Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

CITY OF COCONUT CREEK

Jacquelyn L Cook

By [Signature]
Mayor-Commissioner

[Signature]

____ day of _____, 20____

ATTEST:

Barbara Shree
City Clerk

[Signature]
City Manager
22nd day of September, 2005

APPROVED AS TO FORM:

By [Signature]
City Attorney

NANCY A. COUSINS

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Susan Polig

C. Farnell

CITY OF COOPER CITY

By Deby Eisner
Mayor-Commissioner

11th day of October, 2005

ATTEST:

Lisa Bernard
City Clerk

Christina Farnell
City Manager

11th day of October, 2005

APPROVED AS TO FORM:

By _____
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

CITY OF DANIA BEACH

Miriam Raves

By Anne Gato
Mayor-Commissioner

Kathy VanNorden

16 day of SEPTEMBER, 2005

ATTEST:

Shirley Stinson
City Clerk

[Signature]
City Manager

16 day of SEPTEMBER, 2005

APPROVED AS TO FORM:

By [Signature]
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Shaw Canada

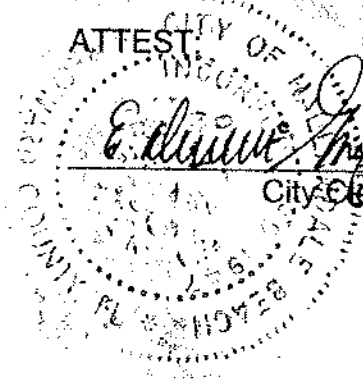
CITY OF HALLANDALE BEACH

By [Signature]
Mayor-Commissioner

Jean Wiggins

27th day of September, 2005

ATTEST:
[Signature]
City Clerk



[Signature]
City Manager

27th day of September, 2005

APPROVED AS TO FORM:

By [Signature]
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

CITY OF HILLSBORO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

City Clerk

City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____

City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Kelli Doyle

Jane White

ATTEST:

Alisa Madusa
City Clerk

CITY OF LAUDERDALE-BY-THE-SEA

By [Signature]
Mayor-Commissioner

21st day of April, 2006

[Signature]
City Manager

17 day of April, 2006

APPROVED AS TO FORM:

By [Signature]
City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Stephanie I.

Velma Shively

CITY OF LAUDERDALE LAKES

By *Samuel Brown*
Mayor-Commissioner

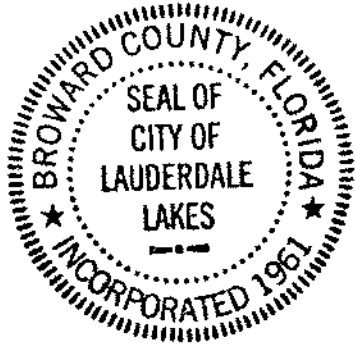
12 day of October, 2005

ATTEST:

Hazelio L. Carr
City Clerk

Paul Stangler
City Manager

12 day of October, 2005



APPROVED AS TO FORM:

By *John P.*
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

VILLAGE OF LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

City Clerk

City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____

City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Shepore

Kevin E. Littl

CITY OF LIGHTHOUSE POINT

By [Signature]
Mayor-Commissioner

12 day of September, 2005

ATTEST:

Carol Landau
City Clerk

[Signature]
City Manager
12 day of September, 2005

APPROVED AS TO FORM:

By [Signature]
City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Pearl Grossman

Tiffany P. Steele

ATTEST:

Judith A. Kilgore
City Clerk
Judith A. Kilgore

APPROVED BY RESOLUTION NO. 10-458 - 9/21/05
CITY OF MARGATE

By Joseph Varsalone
Mayor Joseph Varsalone

22nd day of September, 2005

Leonard B. Golub
Leonard B. Golub, City Manager

23rd day of September, 2005

APPROVED AS TO FORM:

By Eugene M. Steinfeld
Eugene M. Steinfeld, City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Andree Herlach

Tonia Carter

CITY OF NORTH LAUDERDALE

By Jack Brady
Mayor-Commissioner

22 day of Sept, 2005

ATTEST:

C. Y. Miller-Ryan
City Clerk

[Signature]
City Manager
22 day of Sept, 2005



APPROVED AS TO FORM:

By Nancy [Signature], 9/22/05
City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

CITY OF OAKLAND PARK

Katherine Lewis

By *Allegra Webb Murphy*
Mayor-Commissioner

Lucretia Stumpf

21 day of September, 2005

ATTEST:

Nancy Irene Ball
City Clerk

John F. [Signature]
City Manager

21 day of September, 2005

APPROVED AS TO FORM:

By *Donald [Signature]*
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Grace Penley

[Signature]

ATTEST:

Sandra Couzzo
City Clerk

CITY OF PARKLAND

By *Robert A. Marks*
Mayor ROBERT A. MARKS

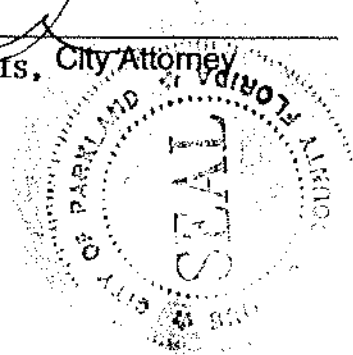
23 day of September, 2005

Mark Lauzier
MARK LAUZIER, City Manager

23 day of September, 2005

APPROVED AS TO FORM:

By *[Signature]*
ANDREW MAURODIS, City Attorney



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

TOWN OF PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

City Clerk

City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____

City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:

Peter E. Gregory

Jean Case

VILLAGE OF SEA RANCH LAKES

By Elliott Rubin
Mayor-Commissioner

28 day of September, 2005

ATTEST:

Jean Case
City Clerk

N/A
City Manager

 day of , 20

APPROVED AS TO FORM:

By Ronald J. Hardy
City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

TOWN OF SOUTHWEST RANCHES

Barbara J. Galt

By *[Signature]*
Mayor-Commissioner

[Signature]

13 day of Sept, 2005

ATTEST:

[Signature]
City Clerk

[Signature]
City Manager


13 day of Sept, 2005

APPROVED AS TO FORM:

By *[Signature]*
City Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

WITNESSES:



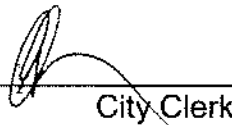
CITY OF WEST PARK

By 

Mayor-Commissioner

5th day of October, 2005

ATTEST:



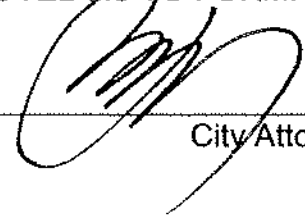
City Clerk



City Manager

5th day of October, 2005

APPROVED AS TO FORM:

By 

City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

WITNESSES:

Patricia Staples

[Signature]

ATTEST:

Angela D. Scott
City Clerk

CITY OF WILTON MANORS

By [Signature]
Mayor-Commissioner

28th day of September, 2005

[Signature]
City Manager

28th day of September, 2005

APPROVED AS TO FORM:

By [Signature]
City Attorney

TABLE 1



METROPOLITAN PLANNING ORGANIZATION
VOTING MEMBERS AND THEIR ALTERNATES

MUNICIPAL DISTRICT 1

CORAL SPRINGS:

Representative:
954-344-9855

Mayor Rhon Ernest-Jones
12500 W. Atlantic Boulevard
Coral Springs, Florida 33071

TAMARAC:

Representative:
954-724-1221

Commissioner Marc L. Sultanof
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

ALTERNATES MUNICIPAL DISTRICT 1 (in order of population)

MARGATE:

Representative:
954-972-6454

Mayor Joseph Varsallone
City of Margate
5790 Margate Boulevard
Margate, Florida 33063-3699

NORTH LAUDERDALE:

Representative:
954-722-9106

Commissioner Bruce Tumin
City of North Lauderdale
701 Southwest 71st Avenue
North Lauderdale, Florida 33068-2395

PARKLAND:

Representative
954-724-8999 x24

Commissioner Michael Udine
City of Parkland
6600 University Drive
Parkland, Florida 33067

MUNICIPAL DISTRICT 2

POMPANO BEACH:

Representative:
954-975-0664

Commissioner George Brummer
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060-6099

DEERFIELD BEACH:

Representative:
954-480-4219

Vice Mayor Steve Gonot
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441-3598

ALTERNATES MUNICIPAL DISTRICT 2 (in order of population)

COCONUT CREEK:

Representative:
954-967-6760

Vice Mayor Jim Waldman
4800 West Copans Road
Coconut Creek, Florida 33063

LIGHTHOUSE POINT:

Representative:
954-941-0250

Commissioner Sandy Johnson
City of Lighthouse Point
2200 Northeast 38th Street
Lighthouse Point, Florida 33064-3913

LAUDERDALE-BY-THE-SEA:

Representative:
954-784-9499

Vice Mayor Ed Kennedy
Town of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

HILLSBORO BEACH:

Representative:
954-427-4011

Town Clerk David L. Denman
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

1/24/2006

MUNICIPAL DISTRICT 3

FORT LAUDERDALE:

Representative:
954-828-5011

Commissioner Carlton B. Moore
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Representative:
954-828-5033

Vice Mayor Christine Teel
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301-1016

LAUDERHILL:

Representative:
954-752-1732

Mayor Richard J. Kaplan, Chair
City of Lauderhill
2000 City Hall Drive
Lauderhill, Florida 33313

PLANTATION:

Representative:
954-797-2221

Mayor Rae Carole Armstrong
City of Plantation
400 N.W. 73rd Avenue
Plantation, Florida 33317-1678

SUNRISE:

Representative:
954-746-3250

Assistant Deputy Mayor Irwin Harlem
City of Sunrise
10770 W. Oakland Park Boulevard, 4th Floor
Sunrise, Florida 33351-6899

ALTERNATES MUNICIPAL DISTRICT 3 (in order of population)

LAUDERDALE LAKES:

Representative:
954-486-2688

Commissioner David Shomers
City of Lauderdale Lakes
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5506

OAKLAND PARK:

Representative:
954-735-0693

Mayor Allegra Webb Murphy
City of Oakland Park
3650 N.E. 12th Avenue
Oakland Park, Florida 33334

1/24/2006

WILTON MANORS:

Representative:
954-566-2537

Mayor Scott Newton
City of Wilton Manors
524 Northeast 21st Court
Wilton Manors, Florida 33305

SEA RANCH LAKES:

Representative:
954-943-8862

Mayor Elliot Sokolow
Village of Sea Ranch Lakes
1 Gatehouse Road
Sea Ranch Lakes, Florida 33308

LAZY LAKE:

Representative:
954-565-1567

Mayor Chris Aldinger
Village of Lazy Lake
2250 Lazy Lane
Lazy Lake, Florida 33305

MUNICIPAL DISTRICT 4

HOLLYWOOD:

Representative:
954-921-3321

Commissioner Fran Russo
City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33022-9045

ALTERNATES MUNICIPAL DISTRICT 4 (in order of population)

HALLANDALE BEACH:

Representative:
954-457-7799

Mayor Joy Cooper
City of Hallandale Beach
400 S. Federal Highway
Hallandale, Florida 333009

DANIA BEACH:

Representative:
954-923-3072

Vice Mayor Patricia Flury
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

MUNICIPAL DISTRICT 5

DAVIE:

Representative:
954-476-2515

Councilwoman Judy Paul
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

MIRAMAR:

Representative:
954-602-3133

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

PEMBROKE PINES:

Representative:
954-435-6505

Mayor Frank C. Ortis
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026-3900

WESTON:

Representative:
954-321-3388 x-14

Commissioner Daniel J. Stermer, Vice Chair
Lewis B. Freeman & Partners, Inc.
6600 NW 16th Street, Ste. 11
Plantation, FL 33313

ALTERNATES MUNICIPAL DISTRICT 5 (in order of population)

COOPER CITY:

Representative:
954-434-4300 x.260

Commissioner Elliot Kleiman
P.O.Box 290910
Cooper City, Florida 33329-0910

SOUTHWEST RANCHES:

Representative:
954-434-0008

Councilmember Don Maines
Town of Southwest Ranches
6589 S.W. 160th Avenue
Southwest Ranches, Florida 33331

PEMBROKE PARK:

Representative:
954-966-4600

Commissioner Annette Wexler
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

WEST PARK:

Representative:
954-963-5955

Major Eric H. Jones, Jr.
City of West Park
P.O.Box 5710
West Park, Florida 33083

SCHOOL BOARD OF BROWARD COUNTY

Representative:
754-321-2005

School Board Member Benjamin J. Williams
Broward County School Board
600 S.E. 3rd Avenue
Fort Lauderdale, Florida 33301

BROWARD COUNTY COMMISSION:

Representative:
954-357-7008

Commissioner Diana Wasserman Rubin
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Representative:
954-357-7002

Mayor Kristin D. Jacobs
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Representative:
954-357-7003

Vice-Mayor Ben Graber
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SERTA):

Representative:
(954)357-7004

Commissioner Jim Scott
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

MPO Acting Director:
954-357-6608

Roger Del Rio, Engineer II
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

1/24/2006

TABLE 2

**NEW MPO VOTING MEMBERSHIP SUMMARY
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

Voting Members	Number
Elected Officials	14
County Commission	3
South Florida RTA	1
School Board of Broward County	1
Total Voting Members	19

Non-Voting Members	Number
Florida Department of Transportation	1

TABLE 3

Director of Planning & Programs
Florida Department of Transportation
(FDOT) District IV
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

City Manager
City of Lauderhill
2000 City Hall Drive
Lauderhill, FL 33313

Chair, Broward County Board of County
Commissioners
115 South Andrews Avenue
Room 421, Governmental Center
Fort Lauderdale, FL 33301

City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

Executive Director
South Florida Regional Transportation
Authority
800 NW 33rd Street
Suite 100
Pompano Beach, FL 33064

City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026-3900

City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065

City Manager
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

Town Manager
Town of Davie
6591 Orange Drive
Davie, FL 33314-3399

City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

City Manager
City of Sunrise
10770 West Oakland Park Boulevard
4th Floor
Sunrise, FL 33351

City Manager
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33022-9045

City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

City Manager
City of Miramar
6700 Miramar Parkway
Miramar, FL 33023

City Manager
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068-2395

City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

City Manager
City of Parkland
6600 University Drive
Parkland, FL 33067

Superintendent
School Board of Broward County
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

City Manager
City of Weston
2500 Weston Road
Suite 101
Weston, FL 33331

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

City Manager
City of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

City Manager
City of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

City Manager
Village of Lazy Lake
2250 Lazy Lane
Lazy Lake, FL 33305

City Manager
City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, FL 33064

City Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

City Manager
Village of Sea Ranches Lakes
1 Gatehouse Road
Sea Ranch Lakes, FL 33308

City Manager
Town of Southwest Ranches
6589 SW 160th Avenue (Dykes Road)
Southwest Ranches, FL 33331

City Manager
City of West Park
PO BOX 5710
West Park, FL 33083

City Manager
City of Wilton Manors
524 NE 21st Court
Wilton Manors, FL 33305

Interlocal Agreement
Between the
Broward Metropolitan Planning Organization
and the
South Florida Regional Transportation Authority
for
Administrative Services

THIS INTERLOCAL AGREEMENT FOR Administrative Services ("Agreement"), dated June 1, 2010 between the **Broward Metropolitan Planning Organization** ("MPO") and the **South Florida Regional Transportation Authority**, a body politic and corporate, an agency of the State of Florida ("RTA" or "SFRTA").

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 MPO as the metropolitan planning organization for the Broward urbanized area and the MPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation and the affected units of general purpose local government within the Broward urbanized area; and

WHEREAS, Section 339.175(2), Florida Statutes, provides that the MPO shall be considered a legally independent governmental entity distinct from the state or the governing bodies of the local governments represented on the governing board of the MPO; and

WHEREAS, the MPO is a legally independent governmental entity and has the authority to contract with other governmental entities for the provision and exchange of certain services within the parameters as defined in this Agreement; and

WHEREAS, the MPO wishes to obtain certain support and facilities services from the RTA to assist the MPO in managing the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the RTA for same; and

WHEREAS, the RTA has the authority to enter into said Agreement and to provide the

services hereinafter described; and

WHEREAS, the purpose of this Agreement is to define the services to be provided to the MPO by the RTA and to fix the compensation to the RTA for such services;

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 to hereby agree as follows:

1. ADMINISTRATIVE SERVICES TO MPO

The RTA shall provide to the MPO the administrative services as provided below (collectively referred to herein as the "Services"):

(a) Employee/Employment Related Services

(i) Payroll. It is currently anticipated, as of the execution of this Agreement, that the MPO may employ approximately seventeen (17) employees. The RTA shall provide payroll and record-keeping services for the employees of the MPO, which shall include those services normally provided for RTA employees, including without limitation: (1) record-keeping of hours worked, annual leave earned, sick days, wages earned and paid, payroll taxes paid, and federal tax information; (2) management of payments to the State of Florida Retirement System ("FRS"), if applicable; and (3) management and administration of MPO employee payroll, including administration of appropriate payroll deductions for applicable employee benefits, if any. The RTA shall be responsible for the initial data entry of time-keeping information, including, without limitation, such items as hours worked, annual leave hours requested/used, and sick leave used, into the RTA's record keeping system. RTA shall only be responsible for the processing of information provided by the MPO, and the management of payroll funds, payments, and retirement contributions resulting from such MPO-provided information. The MPO shall adopt the same timesheet method utilized by the RTA and shall provide RTA with timesheet information on an ongoing basis within the timeframes requested by the RTA.

(ii) Personnel Policies and Management. The RTA shall have no management or control over, or responsibility for MPO employees. Employment policies, including recruitment, retention, promotion, supervision, discipline and evaluation of MPO employees, shall be adopted by, and implemented by the MPO.

The MPO, as to its employees, shall be responsible for compliance with all applicable federal, state and local employment laws. The MPO shall also be responsible for responding to and defending against in any legal proceedings any claims brought under any federal, state and local employment laws, as well as any claims of wrongful termination of employment, libel, slander, intentional infliction of emotional distress, fraud, conspiracy, negligence, and breach of duty to employees.

- (iii) **Personnel Training.** MPO and RTA employees shall be permitted to participate, at cost and on a space-available basis, in personnel-related training courses or programs provided by either party. In the event the MPO requests that RTA provide training to its personnel, such training shall be provided at cost to the MPO.
- (iv) **Retirement Plan Maintenance.** The parties acknowledge and agree that the MPO has the obligation to confirm that some or all of its employees are, and shall continue to be covered by pension benefits under the pension benefit program(s) of the FRS. The RTA services hereunder shall include only the processing and payment (at the sole cost of the MPO or the respective employee) of the employer (MPO) and employee contributions to such plans, and the associated record-keeping with respect to such payments.
- (v) **Employee Health Insurance and Other Benefits.** Subject to the other provisions of this Agreement, the MPO shall be responsible for securing its own health insurance coverage and workers compensation insurance for the MPO employees. In the event the MPO is permitted to enroll its employees in the same State of Florida employee health insurance plans as those currently available to the RTA employees ("State Plans"), then the MPO employees shall be subject to the same costs and eligibility requirements pursuant to the State Plans. The RTA's role regarding health insurance shall be limited to enrolling MPO employees in State Plans and arranging for premium deductions from MPO employee paychecks. The MPO shall be responsible for any employer contributions pursuant to the State Plans and any other employee benefits.

The MPO acknowledges that the benefits under the State Plans may not be available for the first month after enrollment ("Initial Enrollment Period") by the MPO employees as premiums are paid in advance. The MPO acknowledges that it and/or its employees shall be solely responsible for obtaining any benefits offered through the State Plans or otherwise during the Initial Enrollment Period.

RTA shall not be responsible for any claims handling functions, including any payments for health services, which shall be solely the responsibility of the health insurance plans.

(b) Accounting and Other Administrative Services

The RTA shall also provide the following administrative support services to the MPO. All services provided by the RTA under this Paragraph shall be as provided for within the existing RTA operational framework and software systems' capabilities, and shall not require the RTA to modify its current operating procedures, unless the RTA, in its sole discretion, elects to make the modifications and the costs for such modifications are paid for by the MPO at the hourly rates provided in Exhibit "A," attached hereto and made a part hereof, or for a negotiated amount agreeable to both parties.

- (i) **Accounting and Audit Services.** The RTA shall establish and operate a cost center

within the existing accounting system of the RTA for the MPO for the payment of all MPO invoices, and shall provide financial management of federal, state, local, and other monies granted (or otherwise made available) to the MPO in accordance with generally accepted accounting principles.

The MPO cost center shall include accounts payable and receivable and shall be operated as a separate, segregated fund with self-balancing accounts. The cost center accounting system shall be capable of providing monthly reconciliations to budget figures.

The RTA shall also provide audit services to the MPO, and shall include the MPO in the RTA's annual audit. Additional charges billed to the RTA, if any, for the inclusion of the MPO in the RTA's annual audit, shall be billed, at cost, to the MPO pursuant to the provisions of Paragraph 2(b) below. Should the MPO request any additional audit services, such services shall be provided by the RTA pursuant to mutual agreement with the MPO, and such additional audit costs, if any, shall be reimbursed to the RTA as mutually agreed. The parties agree to provide to each other and any other third party all information necessary to complete any such audits. Failure by the MPO to provide this information in a timely fashion to the RTA may result in the RTA refusing to perform these services for the MPO.

Notwithstanding the foregoing, the parties agree that the MPO, as a distinct legal entity, shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including, but not limited to, the filing of applicable tax returns, has been done, regardless of whether such functions are performed by the RTA staff and outside auditor, or privately.

- (ii) **Procurement Services.** As applicable or appropriate, the RTA shall allow MPO to procure goods or services pursuant to RTA's existing contracts with vendors for both goods and services which are not provided by direct agreement with the RTA. The RTA shall be solely responsible for determining if the MPO can take advantage of such existing contracts. Other procurement-related services shall be addressed using the procurement hourly rate provided in Exhibit A or at a negotiated cost agreeable to both parties.
- (iii) **Liability Insurance.** The MPO shall procure its own liability insurance as it deems appropriate, subject to the same opportunity to use existing RTA contracts as discussed in Paragraph 1(b)(ii) above.
- (iv) **IT and Communications Services.** The RTA shall provide the MPO information technology ("IT") services to install, service, and maintain the MPO's computer and communications systems, as, if applicable, more particularly described herein in Exhibit B, attached hereto and made a part hereof. The parties agree that the IT and communication services provided by the RTA to the MPO to install and set up the MPO computer and communications systems shall be paid on an hourly basis using the IT rates provided in Exhibit A.

Except for the initial setup described above, the on-going provision of maintenance, installation of software or software upgrades, service or repairs with respect to the MPO computer and telephone system(s) (if any) shall be provided by the RTA to the MPO and shall be included in the annual administrative fee provided in Exhibit A (“Annual Administrative Fee”); except where such services may be provided by a third-party vendor, in which case the MPO shall reimburse the RTA for the cost of such services. If any Services covered by the Annual Administrative Fee require RTA personnel to travel to the MPO’s office, the MPO shall, additionally, reimburse the RTA for travel time based on the hourly rates set forth in Exhibit A.

The cost of any computer or communications hardware, computer software or website design, installation, configuration and maintenance shall be borne by the MPO. Any software or telecommunications licenses obtained by the RTA on behalf of the MPO, which, according to the licensor, must be obtained in the name of the RTA, shall be obtained in the name of the RTA.

- (v) **Grants.** The MPO and the RTA shall, as mutually agreed, provide grant writing and such other services each to the other, on an as-requested basis and for such compensation as the parties shall agree.

2. RTA COMPENSATION AND ADVANCES/REIMBURSEMENTS

(a) RTA Compensation

Except as provided herein, the RTA compensation for Services shall be the Annual Administrative Fee as provided in Exhibit A and shall be payable in accordance with (b) below. The parties agree to revisit the Annual Administrative Fee and hourly rates provided in Exhibit A on an annual basis, or as otherwise agreed by the parties.

In the event work is requested by the MPO that requires a significant use of RTA resources, or is beyond the general support addressed in this Agreement, the hourly rates in Exhibit A shall apply. In the event the RTA must hire an outside provider to perform the Services, the MPO: (i) shall be offered the opportunity to instead provide the Services itself, whether using its own employees or independent contractors; and (ii) if agreed, shall reimburse the RTA the invoice amounts of the RTA’s outside providers. Any such costs shall be reimbursed monthly to the RTA by the MPO pursuant to the mechanism outlined in this Paragraph 2(b).

(b) RTA Advance and Reimbursement of Funds

- (i) **Advance of Funds by RTA.** The RTA shall, to the extent that adequate funds are available in the RTA’s approved budget, advance monies to the MPO for the payment of the MPO’s operational expenses in accordance with the MPO’s then-current budget, adopted Unified Planning Work Program, and this Agreement; subject to monthly reimbursement by the MPO. The outstanding balances of any such advances at any given time by the RTA shall not exceed \$1,000,000.00. The

MPO shall be solely responsible for reimbursement to the RTA for any advanced funds.

(ii) **Reimbursement of Costs to RTA.**

a. Reimbursement of Third Party Costs

(1) All direct and indirect MPO operating costs or other costs, inclusive, without limitation, of: (1) payroll, unemployment compensation taxes, workers compensation premiums, health or other insurance costs and retirement contributions and other miscellaneous employee expenses authorized by the MPO pursuant to its personnel policies (e.g. dues, subscriptions, travel expenses); (2) goods and services; and (3) rent, utilities, insurance and communications services are the sole responsibility of the MPO, and shall be payable to the RTA monthly, in arrears, as reimbursement for all such costs paid by the RTA on behalf of the MPO in the then-ending month.

(2) The MPO shall be responsible for the review of all invoices submitted to the RTA for payments and shall certify to the RTA that the invoices are accurate and should be paid by the RTA. In the event the MPO disputes any invoice provided by one of its vendors, the MPO shall forward to the RTA only the undisputed amount of the invoice for payment.

(3) The RTA may reasonably prorate and shall be reimbursed for any charges that accrue in the name of the RTA, but that were incurred jointly by both the RTA and the MPO.

(4) The RTA shall provide the MPO with monthly expense reports no later than the 15th of each month, which shall indicate all payments made by the RTA on behalf of the MPO to third parties in the prior month ("Monthly Expense Report"). Upon the MPO's receipt of the Monthly Expense Report from the RTA, the MPO shall review and then submit invoices to the appropriate federal, state and local grantors for the program expenditures reflected in the Monthly Expense Report within fifteen (15) business days after receipt of each Monthly Spending Report.

(5) The MPO shall forward reimbursement payments to the RTA no later than five (5) business days following the MPO's receipt of such federal, state and local grant funds.

b. Reimbursement for Services

The RTA shall submit RTA invoices for the Services on a monthly basis to the MPO. The MPO shall review the RTA invoices and shall approve such invoices within fifteen (15) business days after receipt. The MPO shall submit the RTA invoices for payment to the applicable federal, state and local grantors within

fifteen (15) business days after the receipt of the RTA invoices. The MPO shall notify the RTA in writing of any disputed amounts on the RTA invoice(s) within ten (10) business days after receipt of any invoice from the RTA. The MPO shall process payment of any undisputed amounts in the manner described herein.

The MPO shall forward reimbursement payments to the RTA no later than five (5) business days following the MPO's receipt of such federal, state and local grant funds.

- (iii) **Credit Against RTA Fees.** The RTA shall request a match of local funds, in the same manner in which the RTA currently requests a match using toll revenues.

3. MPO OBLIGATIONS

All administrative support of the MPO's functions not expressly assumed by the RTA by the terms of this Agreement shall be provided by the MPO. Such matters include, but are not limited to: budgeting, travel policies, personnel policies, planning studies, procurements of goods and services not available under existing SFRTA or State contracts, and other operational functions required of, or permitted to, the MPO under state or federal law.

4. DURATION AND TERMINATION

(a) Term

This Agreement shall have an initial term of two (2) years, commencing on the Effective Date (as defined herein). This Agreement shall automatically renew for successive two (2) year periods, unless either party shall give the other a minimum of one hundred eighty (180) days notice of its intent not to allow the Agreement to renew.

(b) Termination

Either party may terminate this Agreement for convenience at any time upon not less than one hundred eighty (180) days prior written notice to the other party.

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.

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. The RTA shall release all funds of the MPO then held by the RTA after application thereof to any outstanding amounts owed hereunder to the RTA. 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.

5. INDEMNIFICATION

In the event of any legal protests or litigation relating to any MPO procurements, employment matters or any other actions taken by the MPO while this Agreement is in effect, the MPO shall, to the extent permitted by law, save harmless, indemnify, and defend SFRTA, SFRTA's consultants and contractors, and Florida Department of Transportation, 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 MPO's negligence with respect to any actions taken by the MPO while this Agreement is in effect or resulting from the use by the MPO, or by any one for whom the MPO is legally liable, of any materials, tools or other property of SFRTA. The MPO'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.

In the event of any claim, demand or cause of action arising out of a negligent act, error, omission, *or* misconduct by the MPO or its agents, SFRTA shall deal directly with the carriers involved to whom the claim was reported.

6. EFFECTIVE DATE

This Agreement shall be effective as of June 1, 2010 ("Effective Date"), and either party is hereby authorized to file a fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Chapter 163, Part I, Florida Statutes.

7. 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 (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery (such as FedEx) addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D) 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 RTA: South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Attention: Executive Director

With copy to: South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Attention: General Counsel

To MPO: Gregory Stuart
Executive Director BMPO
Governmental Center, Suite 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alan L. Gabriel, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
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 RTA and MPO.

(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 Preferentem*" 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]

ATTEST:



13, MAY 2010

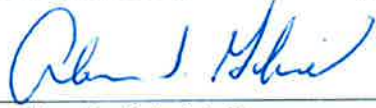
MPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By:  CHAIR
Daniel J. Stermer, Chairman

13 day of May, 2010.

Approved as to form and legal sufficiency for the use of and reliance by the MPO only:

By: 
Alan L. Gabriel, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

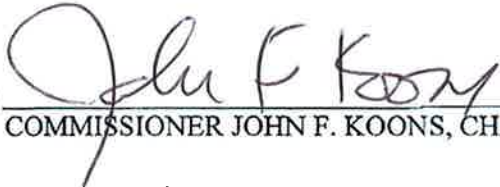
RTA

ATTEST:

**SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY ORGANIZATION**



JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By: 

COMMISSIONER JOHN F. KOONS, CHAIR

28 day of May, 2010.

Approved as to form by:



CHRIS BROSS, Director Procurement



TERESA MOORE, General Counsel

EXHIBIT A

RTA COMPENSATION

1. ANNUAL ADMINISTRATIVE FEE

The MPO shall pay to the RTA, in consideration of the administrative services to be provided under the Agreement, an annual fee ("Annual Administrative Fee") which shall not exceed One Hundred Thousand and NO/1XX Dollars (\$100,000.00).

2. HOURLY RATES

Procurement Hourly Rate: \$ _____

IT and Communications Hourly Rate: \$ _____

Finance Hourly Rate: \$ _____

Human Resources Hourly Rate: \$ _____

SFRTA HOURLY RATES

TITLE	HOURLY RATE*
ACCOUNTING	
acct manager	64.49
budget manager	59.76
adminasst	30.83
grant adminst	44.73
ap supvr	45.39
acct supvr	58.00
ap specialist	34.47
accountant	38.81
sr accountant	44.20
fin director	108.96
IT	
IT manager	72.93
network admin	58.37
database analyst	39.97
web devlpr	48.13
PROCUREMENT	
director	86.36
manager	56.65
adminasst	29.40
staff	40.53
staff	50.49
staff	41.93
staff	42.32
staff	48.72
HR	
director	85.08
adminasst	38.63

* Rates include benefits and Q&A

EXHIBIT B

IT And Telecommunication Services To Be Provided By The RTA To The MPO:

Initial IT Setup and Installations Services

- Specify, acquire, install, configure and test telephones, telephone system and telephone-related services;
- Activate and ensure smart-phone data synchronization with e-mail server, as applicable;
- Work with MPO staff and the Broward County ITS Department to transfer IT equipment and electronic files from the Broward County system to the RTA system;
- Install, configure and test existing MPO and newly acquired PCs, workstations, printers, application software and other IT equipment;
- Install, configure and test MPO local area network wiring and equipment, ensure office connectivity with RTA local area network, remote connectivity though VPN and access to Internet;
- Establish MPO e-mail accounts, network accounts, application accounts and separate MPO e-mail domain on RTA e-mail server;
- Install and configure anti-virus and related security applications;
- Transfer web domain and host MPO web pages on RTA web server;
- Work with MPO staff to determine disk space requirements;
- Install, configure and test file servers, tape backup units and network-based data storage as required;

Recurring Services

- Troubleshoot and provide technical support for telephone-related issues;
- Monitor, maintain and upgrade telephone system as required;
- Upgrade smart-phone handheld OS and provide second-line technical support of smart-phone-specific issues (cell provider will be first-line of support for phone-specific issues);
- Monitor, maintain and upgrade smart-phone-related servers and software as required;
- Maintain, upgrade, troubleshoot and provide technical support for PCs, workstations, printers and other IT equipment as required;
- Maintain, monitor, upgrade, troubleshoot and provide technical support for the RTA network, its servers, components, network security, network services and interconnectivity to Internet resources as required;
- Monitor, maintain and upgrade web server as required;
- Provide help desk support for desktop computer and application trouble shooting;
- SQL database administration;
- Perform backup of data on RTA file servers, verify data integrity and monitor backup services;
- Monitor network, server and security logs and respond as appropriate;

Ad-Hoc Services

- Modifications and enhancements to MPO website and IT application development

The MPO agrees to comply with the relevant FERPA policies and procedures regarding information technology ("IT") and computer usage. In the event the parties have differing policies, the parties agree to reach agreement on the policies to apply to the MPO.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING FUNDS
JOINT PARTICIPATION AGREEMENT

Financial Project No.: <u>416349-2-14-01</u> (item-segment-phase-sequence)	Fund: <u>PL</u> Function: <u>615</u> Federal No.: _____ DUNS No.: _____	FLAIR Approp.: _____ FLAIR Obj.: <u>790052</u> Org. Code: <u>55042010429</u> Vendor No.: <u>272291340</u>
Contract No.: <u>AQ819</u> CFDA Number: <u>20.205</u>	CSFA Number: _____	

THIS JOINT PARTICIPATION AGREEMENT (Agreement) is made and entered into this 12th day of February 2009, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 3400 West Commercial Blvd, Fort lauderdale, FL 33309 and the Broward Metropolitan Planning Organization (MPO), whose address is 100 West Cypress Creek Road, Suite 850, Fort Lauderdale, FL.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U.S.C. 134 and any subsequent applicable amendments, requires that each urbanized or metropolitan area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs reflecting consideration of the likely effect of transportation policy decisions on land use and development and the consistency of transportation plans and programs with the provisions of all applicable short and long term land use and development plans;

WHEREAS, 23 U.S.C. 134, 23 CFR 450.306, and Section 339.175, Florida Statutes, authorize metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to 23 U.S.C. 134, 23 CFR 450.310, and Section 339.175, Florida Statutes, a metropolitan planning organization has been designated and apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the MPO;

WHEREAS, pursuant to the Interlocal Agreement executed on March 7, 2000 and filed with the Clerk of the Circuit Court of Broward County, the MPO was established, with specific transportation planning duties and responsibilities identified therein;

WHEREAS, the MPO has the authority to enter into this Agreement and to undertake the responsibilities hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction, including the implementation of an integrated and balanced transportation system.

WHEREAS, the MPO is to be the recipient of metropolitan planning funds (PL Funds) authorized under 23 U.S.C. 104 (f) to carry out the provisions of 23 U.S.C. 134;

WHEREAS, the Department is authorized to allocate said funds for all metropolitan planning organizations throughout the State of Florida;

WHEREAS, the Department is authorized to transmit to the MPO its proportionate share of PL Funds approved by the Federal Highway Administration (FHWA) appropriated for the purpose of aiding the metropolitan transportation planning process; and

WHEREAS, the MPO has the authority to enter into this Agreement and to undertake the responsibilities hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction, including the implementation of an integrated and balanced transportation system.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS; PURPOSE

Section 1.01 Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02 Definitions. The following words when used in this Agreement (unless the context shall clearly indicate to the contrary) shall have the following meanings:

(a) Multimodal, Systems Level Corridor or Subarea Planning Study shall mean and refer to studies involving major investment decisions or as otherwise identified in 23 CFR 450.318 and 450.322.

(b) Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital investments necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, as required by 23 USC Section 134(f), 23 CFR 450.322, and Section 339.175, Florida Statutes.

(c) Metropolitan Planning Area means and refers to the planning area as delineated by the MPO for the urbanized area as described in 23 U.S.C. 134 (b)(1), and Section 339.175, Florida Statutes, which shall be subject to the MPO.

(d) Task and or subtask refer to the individual work items or programs listed within the respective Unified Planning Work Program (UPWP).

(e) Transportation Improvement Program or TIP is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; including all regionally significant transportation projects even if no Federal funding is involved (23 CFR 450.216); a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans adopted pursuant to Section 163.3161 et seq., Florida Statutes; an indication of whether the projects and phases are consistent with the Long Range Transportation Program (23 CFR 450.216); and an indication of how improvements are consistent, to the maximum extent feasible, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, all as required by 23 U.S.C. 134(j), 23 CFR 450.324, and Section 339.175(8), Florida Statutes.

(f) Unified Planning Work Program or UPWP is the biennial plan developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken

during a program year, together with a complete description thereof and an estimated budget, as required by 23 CFR 450.314, and Section 339.175(9), Florida Statutes.

Section 1.03 UPWP and PL Funds. As more fully set forth in Article 2 of this Agreement, the purpose of this Agreement is: (1) To ensure the PL Funds portion of the biennial UPWP for the Metropolitan Planning Area is prepared by the MPO in conformance with 23 CFR 450.314 and Section 339.175(9), Florida Statutes, (2) To provide financial assistance to the MPO for transportation related planning activities, as required under 23 U.S.C. 134, (3) To state the terms and conditions upon which such assistance will be provided, and (4) To recite the understanding as to the manner in which the biennial UPWP will be undertaken and completed.

ARTICLE 2 TRANSPORTATION PLANNING; PL FUNDS; UPWP PREPARATION

Section 2.01 The Project. The Project under this Agreement is defined as the preparation and adoption of the biennial UPWP for the Metropolitan Planning Area which is supported by PL Funds. Approval of the Project shall consist of approval of each biennial UPWP by the MPO, and the appropriate Federal funding agencies, including the FHWA and/or Federal Transit Agency (FTA). Individual tasks or subtasks of the UPWP, although accepted by the federal funding agencies, may be subject to further applicable conditions outlined in federal law or state statutes. The Project approval for any specific UPWP extends for only the two year fiscal period for which the Project was developed. Portions of the Project not completed during the indicated fiscal years are not eligible for funding, unless specifically included in the succeeding UPWP. Notwithstanding that the Project may be implemented over a two year period, funding will be authorized on an annual basis.

Section 2.02 Accomplishment of the Project.

(a) **General Requirements.** The MPO shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws, including all applicable transportation planning responsibilities identified in the Interlocal Agreement establishing the MPO.

(b) **Funds of the MPO.** The MPO shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the MPO to provide the necessary funds for completion of the Project.

(c) **Submission of proceedings, contracts and other documents.** Subject to requirements of confidentiality of public records under Florida law and the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the MPO shall submit to the Department such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as the Department may require. The MPO shall have a right to charge reasonable charges for reproduction of public records as permitted by Chapter 119, Florida Statutes.

(d) **Notification.** Within (10) business days of receipt by the Department, the Department shall forward to the MPO all correspondence pertaining to the approval of the individual work tasks contained within the UPWP, and copies of other FHWA and FTA regulations, notices, orders, manuals, handbooks, and transmittals, relating to the duties of the MPO pursuant to 23 U.S.C. 134, 23 CFR Parts 420 and 450; and 49 CFR Parts 18 and 20. As so stated, the approved amount for each specific work task will be consistent with the budgeted amount as defined in the draft UPWP.

Section 2.03 Participation in the Project.

(a) The Department agrees to participate in the Project, such participation to be limited to: (1) a cash reimbursement to the MPO in the amount of PL Funds approved for reimbursement in the Project and made available by the FHWA; and (2) except as otherwise authorized by the Department, in-kind services (including Departmental consultant contracts for applicable planning work within the MPO's Metropolitan Planning Area), the value of which services in any given year should not exceed one-half of the amount of matching funds required for the MPO's PL Funds approved for expenditure in the Project. The remaining required match, if any, shall be provided by the MPO in the form of in-kind services or cash. In some circumstances, the Department may elect to furnish additional in-kind services.

(b) Reimbursement will be made on monthly or quarterly billings, based upon actual expenses incurred by the MPO in furtherance of the Project. Requests for payment shall include documentation of expenditures as required by 49 CFR 18.41, as appropriate, and of work accomplished by the MPO, and shall also include a narrative progress report.

Section 2.04 Rights of Review. As required by 49 CFR 18.42(e), the FHWA and the FTA shall have the right of review of the work (and approval or concurrence as appropriate), including, but not limited to: the UPWP, the TIP, the Long-Range Transportation Plan, a Multimodal, Systems Level Corridor or Subarea Planning Study, the Transportation Systems Management Element, all technical reports, the annual report, and all planning data prepared by the MPO. If the FHWA or the FTA finds that the work performed fails to comply with any requirement (e.g., work tasks are not conducted in accordance with approved work programs, or work tasks are found to be inconsistent with federal or state guidelines), the FHWA or the FTA may use the enforcement actions contained in 49 CFR 18.43 to remedy the situation.

Section 2.05 The UPWP Budget. The UPWP Budget shall consist of that portion of the two budget statements included in the UPWP which covers PL and Section 5303 funded work. One statement identifies funding sources (federal, state, local) by work task and subtask. The other statement identifies funding, by work task and subtask, agency participation, and consultant services. The MPO shall maintain said UPWP Budget, carry out the UPWP, and shall incur obligations against and make disbursements of UPWP funds only in conformity with the latest approved budget for the UPWP. Revisions to the UPWP budget may occur periodically. Revisions do not change the FHWA approved UPWP final total budget or the scope of FHWA approved work task(s). The Department and the FHWA shall be notified of all revisions prior to approval by the MPO. Changes in the scope of an approved work task or additions or deletions of funds which change the total funding of an FHWA approved UPWP shall be considered amendments. Amendments must be approved by the FHWA. Proposed amendments shall be filed with the Department. The Department shall transmit the amendment and supporting documents to the FHWA with a recommendation for approval or denial. The MPO shall limit the total amount of Project funds programmed in the UPWP for a particular two year fiscal period to the following:

- (1) Project funds allocated to the MPO for the subject two year fiscal period;
- (2) Any unspent Project funds that had been programmed in UPWPs from the previous two year fiscal period for which final billing had been received and those funds have been deobligated; or

(3) Any Project funds not previously programmed in the UPWP. The unspent balance from each of the previous years' UPWPs will not be available for reprogramming until final billing for the earlier years is received by the Department.

Section 2.06 Accounting Records.

(a) Establishment and Maintenance of Accounting Records. The MPO shall establish for the Project, in accordance with the requirements of 49 CFR 18.20, separate accounts for each task and subtask of the Project Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Project Account. The Project Account and supporting documentation as set forth in 49 CFR 18.20, shall be made available upon request for examination by the FHWA, the FTA or the Comptroller General of the United States in accordance with the requirements of 49 CFR 18.42.

(b) Funds Received or Made Available for the Project. Pursuant to the requirements of 49 CFR 18.20, the MPO shall record in the Project Account all payments received by it from the Department pursuant to this article and all other funds provided for, accruing to, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as Project Funds.

(c) Costs Incurred for the Project. The MPO shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the FHWA shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 49 CFR 18.22.

(d) Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported as required by 49 CFR 18.20 and 18.22 and the cost principles cited in Office of Management and Budget (OMB) Circular A-87 (*Cost Principles for State, Local and Indian Tribal Governments*).

(e) Checks, Orders, and Vouchers. Any check or order drawn by the MPO with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file with the MPO stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

(f) Indirect Costs. The rate used for billing indirect costs shall be established in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-87.

Section 2.07 Audit.

The administration of resources awarded by the Department to the Broward MPO may be subject to audits and/or monitoring by the Department, as described in this section.

(a) Monitoring. In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the MPO agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by the Department staff to the Broward MPO regarding such audit. The Broward MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

(b) Federally funded. Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the MPO expends \$500,000 or more in Federal awards in its fiscal year, the MPO must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the MPO shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the MPO conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part (b), paragraph 1., the MPO shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the MPO expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from MPO resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

(c) State funded. MPO's receiving state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m)Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the MPO expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the MPO must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the MPO shall consider all sources of state financial assistance, including state financial assistance

received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part (c), paragraph 1, the MPO shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the MPO expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the MPO's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

(d) Other audit requirements

The MPO shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(e) Report submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the PO directly to each of the following:
 - a. The Department at each of the following addresses:

District Program Manager
FDOT -District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e. District Program Manager or Audit Director for this contract)
 - b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as

revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c. Other Federal agencies and pass-through entities in accordance with Sections 320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the MPO shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the MPO's audited schedule of expenditures of Federal awards directly to each of the following:

District Program Manager
FDOT -District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e. District Program Manager or Audit Director for this contract)

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the MPO shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

District Program Manager
FDOT -District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e. District Program Manager or Audit Director for this contract)

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the MPO directly to each of the following:

- a. The Department at each of the following addresses:

District Program Manager
FDOT -District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e. District Program Manager or Audit Director for this contract)

- b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the MPO directly to:
 - a. The Department at each of the following addresses:

District Program Manager
FDOT -District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e. District Program Manager or Audit Director for this contract)
 - b. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - c. MPO's , when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the MPO in correspondence accompanying the reporting package.

(f) Record retention. The MPO, along with contractors and subcontractors, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, FHWA, FTA, CFO, or Auditor General access to such records upon request. The MPO shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Section 2.08 Requisitions and Payments

(a) Preliminary Action by the MPO. In order to obtain any payment, the MPO shall:

(1) Submit to the Department its request on a form or forms prescribed by the FHWA, and such other data pertaining to the Project Account and the Project as the FHWA may require, to justify and support the payment requested; and

(2) Submit with the payment requisition a progress report, acceptable to the Department, describing the work and products accomplished which adequately justify and support the payment requested;

(3) The MPO shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors.

(4) Comply with all applicable provisions of this Agreement.

(b) The Department's Obligations. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the FHWA to be proper to ensure the implementation of the Project and payment of the eligible costs thereof in accordance herewith. In accordance with 23 U.S.C. 104 and specific guidance from FHWA, the Department will reimburse the MPO for PL funds no later than 40 days from receipt of the request for reimbursement. If the Department believes the MPO did not provide adequate supporting documentation for reimbursement claims and needs more than the 40 days to verify the claims, the Department shall reimburse the MPO and then deduct any charges later determined to be unallowable from the MPO's next claim for reimbursement. Notwithstanding any other provision of this article, the FHWA may, by providing written notice, elect not to make a payment on account of the Project if:

(1) Misrepresentation. The MPO made a misrepresentation of a material nature in its UPWP, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;

(2) Litigation. There is then pending litigation with respect to the MPO's performance of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;

(3) Concurrence by the Department. The MPO has taken any action pertaining to the Project which requires the prior approval of the Department or FHWA or has made related expenditures or incurred related obligations without having been advised by the FHWA that the same are satisfactory;

(4) Conflict of Interests. The MPO has violated any of the conflict of interest provisions of this article.

(c) Disallowed Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. It is agreed by the MPO that where official audits by the federal agencies disclose that the MPO has been reimbursed by the Department for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by the Department from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by the Department, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes mission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency.

The MPO agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the MPO is not received by

the Department after 90 days written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

(d) **Billing Limitation**. The MPO shall timely submit invoices and documents necessary for the close out of the project. In accordance with 49 C.F.R. 18.50, within 90 days of the expiration or termination of the grant of PL funds for a UPWP, the MPO shall submit all financial, performance and related reports. If an MPO anticipates that it will not have its final invoices submitted to the Department in time to allow the closeout process to occur by September 30, the MPO shall notify the Department in writing. The Department will request a time extension from FHWA. The Department will accept no further billings for work accomplished on the task or sub task as defined in the UPWP after the 90-day period unless a time extension has been requested and approved.

The MPO understands that if it fails to timely perform its obligations, or in a timely manner submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The MPO agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the MPO will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

Section 2.09 Termination or Suspension. The Project may be terminated in whole or in part only in accordance with the requirements of 49 CFR 18.43 and 18.44.

Section 2.10 Contracts of the Department Consultant contracts shall be in accordance with the applicable requirements of federal and Florida law. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of twenty five thousand dollars (\$25,000.00) and which have a term for a period of more than one year per Section 339.135 (6) (a), Florida Statutes.

Section 2.11 Contracts of the MPO

(a) When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the MPO and its consultant that specifies the next fiscal year's funding approval upon availability of funds.

(b) In subcontracting for any professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by Florida law, the MPO shall comply with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes, as amended from time to time. The MPO shall publicly announce, in a uniform and consistent manner, and comply with the competitive selection requirements of the CCNA, on each occasion when architectural, professional engineering, landscape architectural, or registered surveying and mapping services, are to be purchased for a

project, the basic construction cost of which is estimated by the MPO to exceed the threshold for Category Five in Section 287.017, Florida Statutes, or for a planning or study activity when the fee exceeds the threshold for Category 2 in Section 287.017, Florida Statutes, except that a public announcement is not required in cases of a valid public emergency so certified by the MPO. The competitive negotiation requirements of the CCNA shall be complied with as required by Florida law.

Section 2.12 Restrictions, Prohibitions, Controls, and Labor Provisions.

(a) Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the Department relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

(b) Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of FHWA or as otherwise provided for in this article.

(c) Compliance with Title VI of the Civil Rights Act of 1964 and Related Statutes. During the performance of this contract, the MPO, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations. The MPO shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of the contract.

(2) Nondiscrimination. The MPO, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The MPO will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR part 21, Appendix A.

(3) Solicitations for subcontractors, including procurement of materials and equipment. In all solicitations made by competitive bidding or negotiation by the MPO for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the MPO of the MPO's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, religion, sex, national origin, or familial status.

(4) Information and Reports. The MPO shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, or the FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the MPO is in the exclusive possession of another who fails or refuses to furnish this information, the MPO shall so certify to the Department, the FHWA, and the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance. In the event of the MPO's non-compliance with the non-discrimination provisions of this Agreement, the Department shall impose such sanctions

as it, the FHWA, or the FTA determine to be appropriate, including, but not limited to: withholding of payments to the MPO under the Agreement until the MPO complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

(d) Incorporation of Provisions. The MPO will include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The MPO will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the MPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the MPO may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

(e) Participation by Disadvantaged Business Enterprises (DBE): The MPO shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the MPO and any sub-consultant or contractor.

(1) As required by 49 CFR 26.13, the MPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The MPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The MPO's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in the Planning Funds agreement between the MPO and the Department.

(2) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the agreement. Upon notification to the MPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(f) Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes.

(g) Prohibited Interests. Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO and such disclosure is entered in the minutes of the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement.

The MPO shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of

their subcontracts, the following provision:

No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Section 2.13 Procurement.

(a) Procurement, Use, and Disposition of Real Property, Equipment, and Supplies. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the approved UPWP and in accordance with the requirements of 49 CFR Section 18.3 (definitions of Real Property, Equipment, and Supplies) and 49 CFR Part 18, Subpart C.

(b) Vehicles. PL Funds may not be used to purchase vehicles. When funds are to be used to provide part or all of the cost of the lease of motor vehicles, such expenditures must be consistent with the approved UPWP.

(c) Travel. Subject to the provisions of Section 112.061, Florida Statutes, all travel may be directly approved by the MPO consistent with and in support of identified work tasks contained within the approved UPWP. The Chairperson of the MPO, or the person or office to whom such authority may be delegated in writing by the Chairperson, may approve lawful and justifiable travel requests submitted by the MPO's staff subject to the availability of funds when such travel furthers the interests of the MPO and the purposes of this Agreement. The Chairperson of the MPO, or the person to whom such authority may be delegated in writing by the Chairperson, shall approve requests for reimbursement of travel expenses incurred pursuant to an approved travel request for lawful expenses incurred by the traveler. Reimbursement of lawful travel expenses incurred by members of the MPO shall be from funds made available to the MPO for travel and per diem expenses incurred in the performance of this Agreement and as provided in Sections 112.061 and 339.175, Florida Statutes, subject to the availability of funds.

Section 2.14 Inventory report. The MPO agrees to inventory, to maintain records of and to insure the proper use, control, and disposal of all nonexpendable tangible property, equipment, computer hardware, and furniture, acquired pursuant to funding under this article. This shall be done in accordance with the requirements of 23 CFR Part 420, and 49 CFR Part 18, and all other applicable federal regulations.

ARTICLE 3 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 3.01. Disputes and conflicts under this Agreement. This article shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement.

Section 3.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

Section 3.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the MPO - the Chairperson of the MPO.

Section 3.04. Alternative Regional Planning Council dispute resolution. If resolution is not possible, the parties may undertake dispute resolution pursuant to the South Florida Regional Planning Council procedure set forth in Rule 29-J-3, Florida Administrative Code. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 3.05. Resolution of Conflict by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 3.02, 3.03, or 3.04 of this article the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

Section 4.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 4.03. Duration; Termination procedure.

(a) Duration. This Agreement shall have a term of five years. At least 90 days prior to expiration of the term, the parties shall review and update the Agreement as needed and re-adopt every five years.

(b) Termination procedure. Either party to this Agreement may terminate said Agreement by presenting in writing a notice of intent to terminate to the other party to this Agreement at least 90 days prior to the intended date of termination; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination.

Section 4.04. Notices. All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

FDOT: 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421
Broward MPO: 115 S. Andrews Avenue, Room 329H, Ft. Lauderdale, FL 33301

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 4.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply, unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 4.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, such party shall bear its own attorney’s fees in connection with such proceeding.

Section 4.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 4.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 4.09. Pursuant to Federal, State and Local Law. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume, or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 4.10. Parties not Obligated to Third Parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 4.11. When Rights and Remedies Are Not Waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 4.12. Bonus or Commission. By execution of the Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

Section 4.13. State or Territorial Law. Unless required by federal law, nothing in the Agreement shall require the MPO, or any other party hereto, to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law; provided, that if any of the provisions of the Agreement violate any applicable State law, the parties will at once notify the FHWA and or FTA in writing in order that appropriate changes and modifications may be made by the FHWA and or FTA. To that end the MPO or any other party hereto may proceed as soon as possible with its responsibilities hereunder.

Section 4.14. Lobbying. Restrictions on using federal funds for lobbying are governed by the Office of Management and Budget (OMB) Circular A-87, Attachment B, Paragraph 27 (Lobbying).

Section 4.15. Vendors Rights. Vendors (in this document identified as MPO) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty, as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the MPO. Interest penalties of less than 1 dollar will not be enforced unless the MPO requests payment. Invoices which have to be returned to an MPO because of vendor preparation errors will result in a delay of the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for MPOs who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services at (800) 848-3792.

Section 4.16. Public Entity Crime. Pursuant to Section 287.133(3)(a), Florida Statutes, the following is applicable to contracts the MPO enters into in connection with this Agreement. Section 287.133(2)(a), Florida Statutes, states:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Section 4.17 Discriminatory Vendor List. An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Section 4.18. Previous agreement superseded. Upon execution by both parties, this Agreement shall supersede the Urban Transportation Planning Agreement between this MPO and the Department dated March 23, 2007.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed and Delivered in the presence of:

MPO

Florida Department of Transportation

Broward
MPO Name

Daniel J. Stermer
Signatory (Printed or typed)

Signature

Chair
Title

Gregory Stuart
Witness

Signature

GERRY O'REILLY P.E.

Department of Transportation

Signature

Director of Transportation Development

Title

Witness

Signature

Legal Review
Department of Transportation

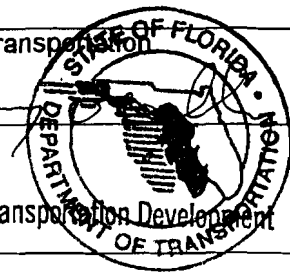


EXHIBIT 1

Federal Agency: **Federal Highway Administration, Department of Transportation**

Catalog of Federal Domestic Assistance #: **20.205 Highway Planning and Construction**

Amount: **\$2,738,080 (FY 09/10)**

Authorization: **Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, 23 U.S.C 101 et seq., as amended.**

Compliance Requirements:

1. 23 USC 104 (f) sets aside metropolitan planning funds (PL funds) for metropolitan planning organizations (MPOs) to carry out the transportation planning provisions of 23 USC 134.
2. 23 USC 134 requires in general that an MPO plan for the transportation needs of its area in a manner that is continuing, cooperative, and comprehensive. In particular, it requires the MPO to develop specific plans and programs such as a long range transportation plan, a transportation improvement program, and a unified planning work program.
3. In addition to the broad provisions of 23 USC 104 and 134, eligible uses of PL funds are governed by OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments).
4. Federal funds can be used only to reimburse costs that are (a) incurred subsequent to the date of authorization to proceed, except for certain property acquisition costs permitted under 23 USC 108; (b) in accordance with the conditions contained in the project agreement and the plans, specifications, and estimates (PS&E); (c) allocable to a specific project; and (d) claimed for reimbursement subsequent to the date of the project agreement (23 CFR sections 1.9, 630.106, and 630.205).
5. Costs incurred by the MPO for planning and research work are subject to prior approval from FHWA.
6. The Department provides the local match of PL funds through toll credit revenues.

**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT**

November

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this *20th* day of *November* 2007 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the BROWARD Metropolitan Planning Organization; BROWARD COUNTY, through its Board of County Commissioners, the SOUTH FLORIDA REGIONAL PLANNING COUNCIL; and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U. S. C. and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U. S. C. 134 (a) and (b), and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, the aforementioned federal laws require that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulation 450.316 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, Florida Statutes, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, Florida Statutes;

WHEREAS, pursuant to 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, the Broward Metropolitan Planning Organization has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an interlocal agreement executed on August 3, 1977, and filed with the Clerk of the Circuit Court of Broward County, the Broward Metropolitan Planning Organization was established;

WHEREAS, pursuant to Chapter 2003-159, Laws of Florida, the South Florida Regional Transportation Authority was created and established with the purpose of coordinating, developing and implementing a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services;

WHEREAS, Broward County, through its Transportation Planning and Mass Transit Divisions is responsible for transit system development planning in Broward County which includes regional transit planning, transportation disadvantaged planning and coordination with long and short-range transportation planning;

WHEREAS, Broward County is responsible for operations of the Fort Lauderdale-Hollywood International Airport, North Perry Airport and Port Everglades;

WHEREAS, pursuant to Section 339.175(9)(a)2., Florida Statutes, the Metropolitan Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, Florida Statutes, and Rule 29J-1.001, Florida Administrative Code, the South Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), Florida Statutes, the South Florida Regional Planning Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes;

WHEREAS, the Regional Planning Council, pursuant to Section 186.507, Florida Statutes, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, Florida Statutes, and Rule 29J-3 Florida Administrative Code, the Regional Planning Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.310(b) and Section 339.175(9)(a)3., Florida Statutes, the Metropolitan Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulations 450.316 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including

transit systems, commuter rail systems, port and aviation operators, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 Code of Federal Regulations 450.306 and Section 339.175(9)(a), Florida Statutes; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE I
RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as other identified in 23 Code of Federal Regulations 450.318 and 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 United States Code 134(g), 23 Code of Federal Regulations 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as determined by agreement between the Broward Metropolitan Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 United States Code 134(b)(1) and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated August 3, 1977, as amended or superseded from time to time.

Regional Planning Council means and refers to the South Florida Regional Planning Council created

pursuant to Section 186.504, Florida Statutes, and identified in Rule 29J-1.001, Florida Administrative Code.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, with a complete description thereof and an estimated budget, all as required by 23 Code of Federal Regulations 420 and 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, the South Florida Regional Transportation Authority, and Broward County in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, and approved by the Florida Department of Community Affairs.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Regional Planning Council.

ARTICLE 3 COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Metropolitan Planning Organization shall cooperate with the South Florida Regional Transportation Authority and Broward County to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Metropolitan Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Metropolitan Planning Organization may include as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators.

The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions that are not under the jurisdiction of a general purpose local government represented on the Metropolitan Planning Organization, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO. If the new member would alter local government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall propose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning to an elected official representing public transit authorities which have been, or may be, created by law.

(d) The Metropolitan Planning Organization shall ensure that representatives of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Metropolitan Planning Organizations Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Broward Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the South Florida Regional Transportation Authority and Broward County. In developing its plans and programs, the Broward Metropolitan Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the South Florida Regional Transportation Authority and Broward County advising the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the South Florida Regional Transportation Authority and Broward County receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by the Broward Metropolitan Planning Organization to properly extend written or other notice shall not invalidate, or lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), the Broward Metropolitan Planning Organization, the South Florida Regional Transportation Authority and Broward County shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local government in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MPO, the South Florida Regional Transportation Authority and Broward County, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

(2) The Broward Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO shall

present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization, the Broward Metropolitan Planning Organization shall analyze the affected: master plans of Broward County for Port Everglades and the airports, and the South Florida Regional Transportation Authority. Based upon the foregoing review and a consideration of other transportation-related factors, the Broward Metropolitan Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Plan, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Metropolitan Planning Organization MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The Broward Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by the Broward Metropolitan Planning Organization and the affected Transportation Authority and public transit providers represented by Metropolitan Planning Organization members, the Broward Metropolitan Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". The parties to this Agreement agree, that the Broward Metropolitan Planning Organization need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate the Agreement upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Metropolitan Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, Florida Statutes, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan of the Broward Metropolitan Planning Organization must be considered by cities and counties within the

Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Plan are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Regional Planning Council shall advise the Metropolitan Planning Organization and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the South Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council shall promptly advise the Broward Metropolitan Planning Organization in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the Broward Metropolitan Planning Organization may request that the South Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the South Florida Regional Planning Council, the Metropolitan Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Planning Organization shall identify the reason for not amending the plan as suggested by the South Florida Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

- for the Florida Department of Transportation: by the District Director for Planning and Programs
- for the Broward Metropolitan Planning Organization: (insert name and title)
- for the South Florida Regional Planning Council: (insert name and title)
- for the South Florida Regional Transportation Authority: (insert name and title)
- for the Broward County: (insert name and title)

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

- for the Florida Department of Transportation: by the District Secretary
- for the Broward Metropolitan Planning Organization: (insert name and title)
- for the South Florida Regional Planning Council: (insert name and title)
- for the South Florida Regional Transportation Authority: (insert name and title)
- for the Broward County: (insert name and title)

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in 29J-3 Florida Administrative Code. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6
MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) year term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

For FDOT:

Florida Department of Transportation - District 4

3400 W. Commercial Boulevard

Fort Lauderdale, FL 33309-3421

For Broward Metropolitan Planning Organization:

115 South Andrews Avenue – Room 329H

Fort Lauderdale, FL 33301

For Broward County:

Board of County Commissioners

115 South Andrews Avenue

Fort Lauderdale, FL 33301

For South Florida Regional Planning Council:

3440 Hollywood Boulevard, Suite 140

Hollywood, FL 33021

For South Florida Regional Transportation Authority:

800 NW 33rd Street, Suite 100

Pompano Beach, FL 33064

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the Metropolitan Planning Organization constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Metropolitan Planning Organization, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 6.12. Non-appropriation. Each party's approval of this Agreement, its performance of its obligation hereunder, and the Agreement's continuation from one fiscal year to the next and automatic renewal are subject to and contingent upon an annual budgetary appropriation by each party's legislative body for the purposes of this Agreement.

Section 6.13 Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Broward County.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

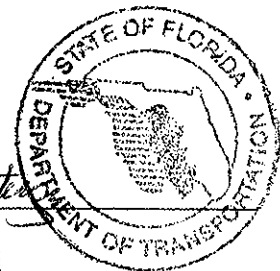
Signed: *Joseph Engel* Mayor, Board of County Commissioners
Witness: *[Signature]* 1915 Broward County Administrator, Ex-Officio Clerk

Signed: *[Signature]* Chair, Broward Metropolitan Planning Organization
Witness: *[Signature]* Executive Director

Signed: *[Signature]* Chair, South Florida Regional Transportation Authority
Witness: *[Signature]* Executive Director

Signed: *[Signature]* Chair, South Florida Regional Planning Council
Witness: *[Signature]* Executive Director

Signed: *[Signature]* District Secretary-FDOT
Witness: *[Signature]* Executive Secretary



APPROVED AS TO FORM:

BY: *[Signature]*
FDOT ATTORNEY

APPROVED AS TO LEGAL SUFFICIENCY BY *[Signature]*
Teresa J. Moore
General Counsel SFRTA
GREENBERG - TRAUIG P.A.
777 SOUTH FLAGLER DRIVE WEST PALM BEACH 33401
561-650-7963

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
07/10
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Financial Project No.: 41372911401 (Item-segment-phase-sequence)	Fund: DS DPTO DU Function: 615 Federal No.: FL-80-X014 DUNS No.: 80-939-7102	FLAIR 088774 Object Code: 790004 Org. Code: 55042010429 Vendor No.: 272291340
Contract No.:	CFDA Number: 20.505	CSFA Number:

THIS AGREEMENT, made and entered into this 16 day of September, 2010,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Broward MPO
100 West Cypress Creek Road, Suite 850 Fort Lauderdale, Florida 33309
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before September 30, 2015 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
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Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is
to provide Departmental assistance to Broward Metropolitan Planning Organization for the undertaking of technical
studies and to implement specific tasks and activities of the adopted Unified Planning Work Program.

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ SEE EXHIBIT B. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ SEE EXHIBIT B as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage is is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 West Commercial Blvd, Fort lauderdale, _____, FL, 33309 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before September 30, 2015. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 41372911401

Contract No. _____

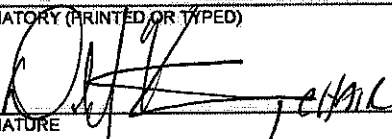
Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

Broward MPO
AGENCY NAME

Daniel J. Stermer
SIGNATORY (PRINTED OR TYPED)


SIGNATURE

Chair, Broward Metropolitan Planning Organization
TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

District Director of Transportation Development
TITLE



FM NO. 413729-1-14-01
CONTRACT NO. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Broward Metropolitan Planning Organization, dated September 16, 2010.

PROJECT LOCATION:

Broward County, FL

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide Departmental assistance to Broward Metropolitan Planning Organization for the undertaking of technical studies and to implement specific tasks and activities of the adopted Unified Planning Work Program.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice from the Agency, the Office of Modal Development has (10) ten working days to inspect and approve the goods and services where working days is defined as any day of the week excluding Saturday, Sunday and any legal as designated in Section 110.117, Florida Statutes.

FM NO. 413729-1-14-01

CONTRACT NO. _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Broward Metropolitan Planning Organization, dated September 16, 2010.

I.	PROJECT COST:			\$887,137.00
II.	PARTICIPATION:			
	Agency Participation			
	In-Kind	(10%)	\$	88,714.00
	Cash	(0%) or	\$	0
	Other	(0 %)	\$	0
	Maximum Department Participation,			
	Primary			
	(DS) (DDR) (DIM)(PORT)(DPTO)	(10%) or	\$88,714.00	
	Federal Reimbursable (DU)(CM)(DFTA)	(90%) or	\$709,710.00	
	Local Reimbursable (DL)	(%)	or \$	
	TOTAL PROJECT COST			\$887,137.00

FINANCIAL PROJECT NO. 413729-1-14-01

EXHIBIT "C"
(Section 5303)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Broward Metropolitan Planning Organization referenced by the above Financial Project Number.

This Agreement is in conformance with Section 5303 of the Federal Transit Act (49 U.S.C. 5303) and chapter 341 Florida Statutes.

The Metropolitan Planning Organization (MPO) shall ensure adherence to the various Federal requirements documented in FTA (formerly UMTA) Circular 8100.1a, including Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise requirements, and the Americans with Disabilities Act of 1990, and all other federally required certifications and assurances made in its application to the Department for Section 5303 funds.

The MPO shall adhere to all applicable planning requirements established and set forth by the U.S. Department of Transportation, including development and timely submission of its Transportation Improvement Program (TIP) and annual/biennial element and Unified Planning Work Program (UPWP).

The MPO shall comply with any special conditions imposed by the Federal Transit Administration (FTA) as a condition of grant approval. Costs incurred prior to execution of this agreement can not be charged to the grant. Costs incurred by the MPO to prepare and file an application are not eligible project costs.

EXHIBIT D

STATE AGENCY: FDOT

CFDA #: 20.505

TITLE: Federal Transit Metropolitan Planning Grants

AMOUNT: \$ 797,884.00

AUTHORIZATION: 49 U.S.C. 5303

COMPLIANCE REQUIREMENTS:

Criteria for Selecting Proposals:

Funding is allocated to the States for pass through to various Metropolitan Planning Organizations within their jurisdictions.

Uses and Use Restrictions:

Activities assisted under this section may include preparation of transportation plans including transportation improvement programs and management systems; studies related to transportation management, operations, capital requirements, and economic feasibility; evaluation of previously funded capital projects; and other related activities in preparation for the construction, acquisition, or improved operation of transportation systems, facilities, and equipment.

Applicant Eligibility:

Apportionments are made to the States for formula distribution to the Metropolitan Planning Organization to be used in urbanized areas within each State.

Beneficiary Eligibility:

Apportionments are made to the States for formula distribution to the Metropolitan Planning Organization to be used in urbanized areas within each State.

Credentials / Documentation:

The Federal Register dated December 20, 2005, (FTA Fiscal Year 2006 Apportionments, Allocations and Program Information; Notice), provides in Table 3 the State apportionments. For other fiscal years, contact the FTA Regional Office or access http://www.fta.dot.gov/346_ENG_HTML.htm.

Pre-Application Coordination::

Following each decennial Census, each State must submit to FTA for approval a formula, developed in cooperation with affected MPOs, for the distribution of a State's Section 5303 apportionment to MPOs in each urbanized area. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." MPOs should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review.

Application Procedures:

Application for a grant should be addressed to the appropriate Regional Office of the Federal Transit Administration. FTA Circular 8100.1B dated October 25, 1996, Program Guidance and Application Instructions for Metropolitan Planning Grants, provides detailed application information. Available on Internet at: http://www.fta.dot.gov/legal/guidance/circulars/8000/429_5943_ENG_HTML.htm. States may apply through a paperless electronic grant application, review, approval, acceptance, and management process. This program is excluded from coverage under 49 CFR Part 19.

Award Procedures:

FTA will approve and release the grant by the end of the quarterly cycle or earlier provided the application is complete.

Deadlines:

Grant applications are due in the appropriate FTA Regional Office no later than the first business day of the quarter.

Range of Approval/Disapproval Time:

In FY 04, FTA awarded planning grants to the states within an average of 9 days after submission of a complete application.

Renewals:

Grants may be amended to add additional funds.

Formula and Matching Requirements:

The new budget authority for Fiscal Year 2005 Section 5303 appropriation to States for Metropolitan Planning Organizations totals \$75,584,000. A basic allocation of 80 percent of the amount available annually is distributed to the States based on urbanized area population for State distribution. A supplemental allocation of the remaining 20 percent is also provided to the states based on an FTA administrative formula to address planning needs in the larger urbanized areas. A December 29, 2004 Federal Register Notice, FTA Fiscal Year 2005 Apportionments and Allocations, provides a table (Table 2) which contains the final combined State apportionments. The funding ratio for these grants is 80 percent Federal, 20 percent local match of net project costs. In addition, under provisions enacted in TEA-21, current year funds can be transferred from the Federal Highway Administration to form Consolidated Planning Grants. FTA funds can also be transferred to FHWA to form consolidated Planning Grants.

Length and Time Phasing of Assistance:

Funds are available for 3 years following the year for which they were appropriated.

Reports:

(1) Progress reports; (2) Financial report upon completion of the project; and (3) Final technical study report (if applicable).

Audits:

In accordance with the provisions of OMB Circular No. A- 133, "Audits of States, Local Governments, and Nonprofit Organizations," nonfederal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted that year. Nonfederal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year with certain exceptions as stated in OMB Circular No. A-133.

Records:

Project sponsor is required to retain intact, for 3 years following submission of the final Financial Status Report pending resolution of audit findings, all project contract documents, financial records, and supporting documents.

Regulations, Guidelines and Literature:

FTA Fiscal Year 2005 Apportionments, Allocations, and Program Information; Notice and Fiscal Year 2005 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements; Notice, published annually. For fiscal year 2005, the publication date was October 26, 2004. For other fiscal years, contact the FTA Regional Office to obtain the publication date for other fiscal years. FTA website: www.fta.dot.gov/346_ENG_HTML.htm.

**INTERLOCAL AGREEMENT CREATING THE SOUTHEAST FLORIDA
TRANSPORTATION COUNCIL FOR REGIONAL TRANSPORTATION
PLANNING AND COORDINATION IN SOUTH FLORIDA**

This Interlocal Agreement is made and entered into this 9th day of January, 2006, by and between the Miami-Dade Metropolitan Planning Organization (herein after the MDMPO), the Broward County Metropolitan Planning Organization (herein after the BCMPO), and the Palm Beach Metropolitan Planning Organization (herein after the PBMPO); each entity created pursuant to the provisions of Chapters 163.01 and 339.175, Florida Statutes.

WHEREAS, the MDMPO, the BCMPO and the PBMPO have coordinated transportation planning activities across county lines and on a regional basis for a number of years as an informal activity; and,

WHEREAS, following the 2000 Census, the United States Bureau of the Census has designated the Miami Urbanized Area, which includes portions of Miami-Dade, Broward and Palm Beach counties; and,

WHEREAS, the economic health of the region is greatly affected by availability and convenience of transportation services; and,

WHEREAS, there is a need to address transportation on a regional basis to meet growing travel demands and obtain federal and state funding in the current competitive process; and,

WHEREAS, Chapter 339.175(5)(i)(2), F.S. provides for creation of an administrative entity to coordinate regional transportation planning goals and activities consistent with federal and state law; and,

WHEREAS, the MDMPO, the BCMPO and the PBMPO desire to create a formal mechanism to coordinate transportation planning activities in the South Florida region.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the MDMPO, the BCMPO and the PBMPO agree as follows:

Section 1. Name. The administrative entity created pursuant to this agreement shall be designated as the Southeast Florida Transportation Council (herein after the SEFTC).

Section 2. Purpose and Duties. The purpose of this agreement is to create and establish the duties and responsibilities of a separate administrative entity to serve as a forum for coordination and communication among the MPO's, Florida Department of Transportation Districts 4 and 6, the Florida Turnpike Enterprise,

the South Florida Regional Transportation Authority, the South Florida Regional Planning Council, the Treasure Coast Regional Planning Council, Monroe County, Martin County MPO, St. Lucie County MPO and other agencies and organizations involved in transportation planning and programs in South Florida. This coordination will be conducted in accordance with the requirements of Chapter 339.175, F.S. and the Transportation Equity Act for the 21st Century (TEA 21) and subsequent legislative actions deemed appropriate for inclusion by the MPO's. Coordination will include long range transportation planning, short range programming and activities to support regional multimodal transportation projects. The results of the coordination process will be provided to the various agencies as guidance in the development of required transportation plans and programs within the urbanized area.

The duties of the SEFTC entity shall include the development of:

- a Regional Long Range Transportation Plan;
- a process for prioritization of regional projects;
- a regional public involvement process; and
- performance measures to assess the effectiveness of regional coordination activities.

In performing the duties of the SEFTC, agreement of all voting members shall be required for adoption of recommendations to the MPO's for inclusion in their respective transportation plans and programs.

Section 3. Organization, Boundaries and Membership. The SEFTC membership shall consist of voting members representing agencies and organizations involved in transportation planning and programming required by Chapter 339.175, F.S. and TEA 21 and its successors. The initial boundaries of the SEFTC shall encompass the Miami Urbanized Area as designated by the U. S. Bureau of the Census.

The voting membership of the SEFTC shall consist of representatives of the entities charged by federal and state law with the responsibility for transportation planning and shall include the Chair of each Metropolitan Planning Organization who is a party to this agreement. An alternate, who is a member of the respective MPO, may be designated by that MPO and shall serve in the absence of the respective Chair with all the powers and duties of the member Chair. Each member shall have one vote. A simple majority of the voting membership shall constitute a quorum and be required to pass motions except as otherwise noted herein.

The SEFTC may appoint committees to review and provide recommendations to the members related to transportation matters of a regional nature. These committees will operate under the same general procedures as the SEFTC.

Section 4. Conduct of Meetings. Officers shall include a Chair and a Vice-Chair. The Chair and Vice-Chair shall be elected annually during the first meeting of each calendar year and shall serve for one-year terms. If the Chair is unable to fulfill the duties of office for any reason, the Vice-Chair shall perform the duties of Chair. Meetings shall be held at least quarterly on a rotating basis with the meeting host rotating each quarter among the member MPO's. The Chair shall conduct the meetings but shall have no extraordinary membership powers or responsibilities. Special meetings may be called by a majority of the members. Reasonable notice must be provided to all members for special meetings. The host MPO shall be responsible for ensuring the notice requirements of Chapter 286.011, F.S. have been met and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

Meetings shall be conducted in accordance with any applicable statute, then any procedural rules adopted by the SEFTC, and finally with Robert's Rules of Order. For the purposes of the SEFTC, the Chair shall have the ability to make and second motions to be considered by the membership.

Section 5. Staffing, Professional Services and Financial Support. Pursuant to Chapter 339.175(5)(i)(2), F.S., the Parties agree that the Directors of the member MPO's will be responsible for carrying out the regional work programs and coordinating process as directed by the SEFTC; provided, however, that should a direction of the SEFTC directly conflict with the officially-adopted policy direction of a member MPO, staff of that MPO may ask that the work in question be performed by staff of some other MPO. Expenses concerning projects assigned to a lead Metropolitan Planning Organization may be paid by the regional set-aside specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the Parties from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7. Notwithstanding the foregoing, the Parties do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by member MPO's, on an equitable basis as decided among the MPO's. The voting members of the SEFTC may, by separate resolution, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead MPO to receive and administer funds for the entity. The Parties agree to work together to seek new sources of funding to assist the member MPO's with the added costs and expenses associated with the operations of this new administrative entity.

Section 6. Record Keeping – The staff of the host MPO shall provide a recording secretary for that meeting. Record keeping and other clerical responsibilities shall be the duty of the Metropolitan Planning Organization staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to other members prior to the next quarterly meeting date. Duplicate records of the official proceedings of the Committee will be kept in each Metropolitan Planning Organization office. The SEFTC shall designate one of the member MPO's to be the records custodian for all official records. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

Section 7. Conflict Resolution – The conflict resolution process will focus primarily on surface transportation plans and programs with regional significance as determined by the SEFTC. Each MPO will retain the authority to limit the decision-making authority of its respective Chair or designated alternate to such action as agreed to by a majority of its respective MPO Board. The process will generally follow the steps as set forth in this section.

The initiating party shall send letters to the other party (ies) and the SEFTC, setting forth the issue. At the next SEFTC meeting, the Board will direct the MPO directors to review the initiation letter and provide a recommendation and supporting rationale at the following SEFTC meeting as to the involvement of the Board in addressing the issue. Should the Board decide to consider the issue, the initiating party shall have sixty (60) days to provide a report to the SEFTC setting forth the issue and the related concerns and impacts. The Board will schedule a settlement meeting for the following SEFTC meeting, unless an emergency situation occurs which requires a special meeting be held prior to the regular meeting. Prior to the settlement meeting, the SEFTC will prepare and distribute a report assessing the issues identified in the dispute.

At the settlement meeting, all parties will present their interests and concerns, explore options, and seek a mutually acceptable settlement. If an acceptable agreement cannot be reached, some or all parties may agree to additional settlement meetings or may go outside the SEFTC conflict resolution process and seek mediation or an administrative or judicial determination.

Section 8. Risk of Loss – The Parties acknowledge that as a mere administrative entity, the SEFTC cannot sue or be sued, nor bear any legal liability. Therefore, the Parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the SEFTC entity. Members covered by a self-insurance program shall notify their respective covering-entities of this agreement so that any added risk may be factored. The Parties further agree that under no circumstances shall any member of the SEFTC seek to recover against any other member for any loss associated with this Agreement or the work of the SEFTC.

Section 9. Duration of Agreement – This Agreement shall have a term of 5 years and shall automatically renew at the end of said 5 years for another 5-year term and every five years thereafter. At the end of the 5-year term and at least every 5 years thereafter, the Parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 10. Termination - This Agreement shall continue in force until terminated with or without cause by a unanimous vote of the member MPO's.

Section 11. Modification – This Agreement may only be modified by a unanimous vote of the members. This Agreement and any amendments or modifications to the Agreement shall become effective upon execution and recordation in the official public records of the each county of each voting member.

Section 12. Rescission - Any MPO may terminate its participation in this Agreement upon thirty (30) days written notice. The 30-day notice requirement shall commence upon giving of the notice. Notice of intent to terminate shall be given in writing to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mailed, return receipt requested. The mailing address for each member is as follows:

Miami-Dade MPO
Stephan P. Clark Center
111 N W 1st Street, Suite 910
Miami, Florida 33128

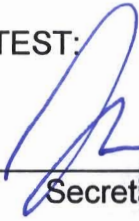
Broward County MPO
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

Palm Beach MPO
160 Australian Avenue, Suite 201
West Palm Beach, Florida 33406

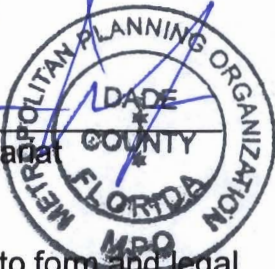
IN WITNESS WHEREOF, the parties herein have executed this Interlocal Agreement by their duly authorized officials as of the day and year written above.

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

ATTEST:




Secretary



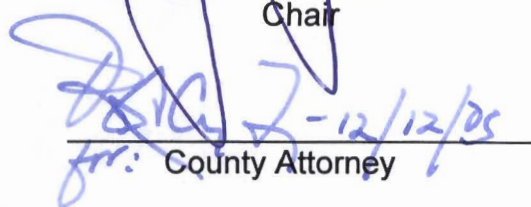
The seal is circular with the text "MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION" around the perimeter. In the center, it says "DADE COUNTY FLORIDA MPO".

Approved as to form and legal sufficiency.

BY:



Chair



for: County Attorney

BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION


ATTEST:




Executive Director

Approved as to form and legal sufficiency.

BY:



Chair



Deputy County Attorney

PALM BEACH METROPOLITAN PLANNING ORGANIZATION


ATTEST:




Executive Secretary

Approved as to form and legal sufficiency.

BY:



Chair



County Attorney

Revised April 6, 2005